



**Post Office Box 9010 Addison, Texas
75001-9010
5300 Belt Line Road
(972) 450-7000 Fax: (972) 450-7043**

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

AND / OR

WORK SESSION OF THE CITY COUNCIL

6:00 PM

January 28, 2014

ADDISON TOWN HALL

5300 BELT LINE RD., DALLAS, TX 75254

6:00PM WORK SESSION

7:30PM REGULAR MEETING

WORK SESSION

WS1 Discussion regarding the Addison Citizen Academy.

WS2 Discussion on the Technology and Physical Security Systems
Recommendation for Addison Airport by Faith Group, LLC.

WS3 Discussion regarding the World Affairs Council of Dallas/Fort Worth
and the production of 2014 WorldFest.

REGULAR MEETING

Pledge of Allegiance

-
- R1 Announcements and Acknowledgements regarding Town and Council Events and Activities
- Introduction of Employees
- Discussion of Events/Meetings
-

-
- R2 Consent Agenda.
-

-
- 2a Approval of the Minutes for the January 14, 2014 Work Session and Regular Council Meeting.

RECOMMENDATION:

Administration recommends approval.

Attachments

01/14 Minutes

-
- 2b Approval of a contract in the amount of \$50,000 with the World Affairs Council of Dallas/Fort Worth for consulting services related to the production of the 2014 WorldFest: International Spotlight, subject to the final review/approval of the City Manager and City Attorney.

RECOMMENDATION:

Administration recommends approval.

Attachments

2014 WAC Contract- International Spotlight

-
- 2c Approval of a contract totaling \$71,548 with Palm Springs Pool Service for annual maintenance of park display fountains.

RECOMMENDATION:

Administration recommends approval.

Attachments

Bid Tabulation Form

Regular Items

R3 Presentation of new Addison Airport Tower Chief, Jerry Creecy.

R4 Presentation by the Addison Arbor Foundation and discussion regarding art placement within Addison.

Attachments

AAF - Jackrabbits Proposal

R5 Presentation, discussion relating to Addison Kaboom Town, and take action regarding a contract in the amount of \$52,000 annually with PyroShows of Texas for the production of the Addison Kaboom Town! Fireworks Show in 2014-2016 with the option to renew for two additional one-year terms in 2017 and 2018, subject to the final review/approval of the City Manager and City Attorney.

RECOMMENDATION:

Administration recommends approval.

Attachments

2014-2016 Fireworks Agreement- Pyroshows

R6 Presentation, discussion, and take action regarding an ordinance amending Chapter 62, Signs, of the Code of Ordinances of the Town by providing for a Meritorious Exception to Article IV. Requirements for Specific Types of Signs, Division 3. Attached Signs, Sec.61-162 Premises Signs, Item (c) and Sec. 62-163 Area, Item (1) and Item (5) in order to provide for signs on the east and west facades with letters 32" in height, a sign on the north facade with letters 36" in height and an area of approximately 41 Sq. Ft. and an additional sign on the north facade with a logo 6' 4" in height and an area of approximately 46.5 Sq. Ft., at Pollo Tropical located at 5290 Belt Line Rd., Suite 100.

RECOMMENDATION:

Administration recommends denial.

Attachments

Application, Plans, Property Owner Approval Letter

- R7 Presentation, discussion, and take action regarding an ordinance amending Chapter 62, Signs of the Code of Ordinance of the Town by amending Article VI. Special Districts, Sec.62-289 Generally, Items (b) 1., (b) 8., (b) 9., (b) 11., and (b) 12 in order to provide for a multi-tenant pylon sign, a multi-tenant wall sign and make corrections to the Code of Ordinances regarding the property located at 5100 Belt Line Road, Village on the Parkway, on recommendation from the City Staff.

RECOMMENDATION:

Administration recommends approval.

Attachments

Village on the Parkway Ordinance

Village on the Parkway Elevations

- R8 Presentation, discussion, and take action regarding an ordinance amending Chapter 62, Signs, of the Code of Ordinances of the Town by providing for a Meritorious Exception to Article VI, Special Districts, Sec. 62-289 Generally, Item (b) 8 (d) in order to provide for signs on the west and north facades with logos 5' in height on application from Lincoln Property Company on behalf of AT&T for the property located at 5100 Belt Line Rd Suite 1032.

RECOMMENDATION:

Administration recommends denial.

Attachments

APPLICATION, OWNER LETTER, DRAWINGS

R9 Presentation and discussion regarding the Fiscal Year 2014 Budget Book.

R10 Presentation and discussion on the 2013 Year End Report on Economic Development endeavors and activities of the Economic Development Department.

R11 Presentation and discussion regarding the status update on the Belt Line Road Utility Undergrounding Project.

R12 Presentation and discussion on proposed Request for Proposals for the development of the southeast corner of the Airport and a Request for Qualifications for the Airport Terminal Building commonly referred to as the Addison Jetport.

R13 Discussion, consider and take action regarding an employment and/or compensation agreement with Lea Dunn, Deputy City Manager, as City Manager.

Executive Session

ES1 Closed (Executive) session of the Addison City Council pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects, and pursuant to Section 551.072, Texas Government Code, to deliberate the lease or value of certain real property located at Addison Airport.

ES2 Closed (executive) session of the Addison City Council pursuant to Section 551.072, Texas Government Code, to deliberate the purchase or value of certain real property located within the Town and adjacent to and concerning Addison Airport.

Regular Items Continued

R14 Discussion and take action regarding a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in our near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or regarding the offer of a financial or other incentive to such business prospect or business prospects, and/or regarding the lease or value of certain real property located at Addison Airport.

R15 Discussion, consider and take action regarding the purchase or value of certain real property located within the Town and adjacent to and concerning Addison Airport.

Adjourn Meeting

Posted:
Matthew McCombs, January 24, 2014, 5:00pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES.
PLEASE CALL (972) 450-7090 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

Combined Meeting

WS1

Meeting Date: 01/28/2014

Council Goals: Create raving fans of the Addison Experience.
Maintain and enhance our unique culture of creativity and innovation.
Enhance sense of community for all stakeholders/Expand Volunteer Opportunities

AGENDA CAPTION:

Discussion regarding the Addison Citizen Academy.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Combined Meeting

WS2

Meeting Date: 01/28/2014

Council Goals: Create a vision for the airport to maximize the value

AGENDA CAPTION:

Discussion on the Technology and Physical Security Systems Recommendation for Addison Airport by Faith Group, LLC.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Staff and the Faith Group will update the Council on the recently completed airport access control study.

RECOMMENDATION:

Combined Meeting**WS3****Meeting Date:** 01/28/2014

Council Goals: Create raving fans of the Addison Experience.
Maintain and enhance our unique culture of creativity and innovation.

AGENDA CAPTION:

Discussion regarding the World Affairs Council of Dallas/Fort Worth and the production of 2014 WorldFest.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Combined Meeting

2a

Meeting Date: 01/28/2014

Council Goals: N/A

AGENDA CAPTION:

Approval of the Minutes for the January 14, 2014 Work Session and Regular Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Administration recommends approval.

Attachments

01/14 Minutes

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

January 14, 2014

6:00 PM

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254

6:00 PM Work Session I 7:30 PM Regular Meeting

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL REGULAR MEETING

January 14, 2014

6:00 PM

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254

6:00 PM Work Session I 7:30 PM Regular Agenda

Posted by: Matthew McCombs, January 10, 2014, 5:00pm

Present: Arfsten; Clemens; DeFrancisco; Gunther; Moore; Resnik

Absent: Meier

WORK SESSION

WS1 Update from Fred Hill, former State Representative, concerning legislative issues.

Fred Hill updated the Council on legislative issues.

There was no action taken on this item.

- WS2 Discussion regarding the contract and compensation of Lea Dunn, Deputy City Manager, as City Manager.

There was no action taken on this item.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Introduction of Employees

Discussion of Events/Meetings

Consent Agenda.

- 2a Approval of the Minutes for the December 2, 2013 Work Session and Special Council Meeting.

RECOMMENDATION:

Administration recommends approval.

Motion made by Arfsten to approve, as submitted,
Seconded by DeFrancisco

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Moore,
Resnik

Passed

- 2b Approval of the Minutes for the December 10, 2013 Work Session and Regular Council Meeting.

RECOMMENDATION:

Administration recommends approval.

Motion made by Arfsten to approve, as submitted,
Seconded by DeFrancisco

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Moore,
Resnik

Passed

- 2c Approval of the Minutes for the January 6, 2014 Work Session and Special Council Meeting.

RECOMMENDATION:

Administration recommends approval.

Motion made by Arfsten to approve, as submitted,

Seconded by DeFrancisco

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Moore,
Resnik

Passed

- 2d Approval of annual contract landscape planting throughout the Town not to exceed \$150,000 for new landscaping and refurbishment projects.

RECOMMENDATION:

Administration recommends approval.

Motion made by Arfsten to approve, as submitted,

Seconded by DeFrancisco

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Moore,
Resnik

Passed

- 2e Approval of a design contract with Mesa Design Group Landscape Architecture totaling \$229,490 to provide construction documents and bid specifications, as well as, construction observation for the Beltway Drive and Proton Drive pedestrian connectivity improvements.

RECOMMENDATION:

Administration recommends approval.

Motion made by Arfsten to approve, as submitted,

Seconded by DeFrancisco

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Moore,
Resnik

Passed

- 2f Approval of annual contract with The Margulies Communications Group for immediate media relations issues for the Town of Addison and including Addison Airport.

RECOMMENDATION:

Administration recommends approval.

Motion made by Arfsten to approve, as submitted,
Seconded by DeFrancisco

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Moore,
Resnik

Passed

- 2g Approval of annual contract with Shiroma Southwest for public relations and media publicity programs to promote the Town of Addison's events and selected special projects.

RECOMMENDATION:

Administration recommends approval.

Motion made by Arfsten to approve, as submitted,
Seconded by DeFrancisco

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Moore,
Resnik

Passed

Regular Items

- R3 REPLAT/Beltway-Quorum Lots 2A, 3A and 4, Block A. Discussion, consider and take action regarding approval of a replat for three lots totaling 6.5422 acres generally located at the northeast corner of Belt Line Road and Addison Road, on application from Beltway Commercial Real Estate, represented by Ms. Alison Potter of Piburn and Carson.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on December 19, 2013, voted to recommend approval of the request for approval of a final replat for Beltway-Quorum Lots 2A, 3A and 4, Block A, subject to the following condition:

1. The plat should be relabeled from a Preliminary Replat to a Final Replat.

Voting Aye: Doherty, Groce, Oliver, Stockard, Wheeler

Voting Nay: None

Absent: Hewitt, Hughes

RECOMMENDATION:

Administration recommends approval.

Carmen Moran, Director of Development Services, presented and spoke regarding this item.

There were no individuals who spoke at the public hearing.

Motion made by DeFrancisco to approve, as submitted,

Seconded by Arfsten

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Moore, Resnik

Passed

- R4 **PUBLIC HEARING** Case 1680-SUP/The Market Hall. Public hearing, discussion, consider and take action regarding approval of an ordinance changing the zoning on property located at 3875 Ponte Avenue, which property is currently zoned PD – Planned Development through Ordinance 007-034, by approving for that property a Special Use Permit for a convenience store, a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, and a Special Use Permit for the sale of beer and wine for off-premises consumption, on application from Primo Hospitality Group, represented by Mr. Ellis Whitman.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on December 19, 2013, voted to recommend approval of

the request for approval of an ordinance changing the zoning on property located at 3875 Ponte Avenue, which property is currently zoned PD – Planned Development through Ordinance 007-034, by approving for that property a Special Use Permit for a convenience store, a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, and a Special Use Permit for the sale of beer and wine for off-premises consumption, subject to the following condition:

-The applicant shall not use any terms or graphic depictions that denote alcoholic beverages in any exterior signs.

Voting Aye: Doherty, Groce, Oliver, Stockard, Wheeler

Voting Nay: none

Absent: Hewitt, Hughes

RECOMMENDATION:

Administration recommends approval.

Carmen Moran, Director of Development Services, presented and spoke regarding this item.

There were no individuals who spoke at the public hearing.

Motion made by Gunther to approve, as submitted,

Seconded by Resnik

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Moore,
Resnik

Passed

- R5 **PUBLIC HEARING** Case 1681-SUP/TGI Fridays. Public hearing, discussion, consider and take action regarding approval of an ordinance changing the zoning on property located at 4951 Belt Line Road, which property is currently zoned (LR) Local Retail, by approving for that property a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, on application from TGI Fridays, represented by Mr. Damon Drennan of Poole + Drennan Design Studio.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on December 19, 2013, voted to recommend approval of the request for approval of an ordinance changing the zoning on property located at 4951 Belt Line road, which property is currently zoned (LR) Local Retail, by approving for that property a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following conditions:

-The applicant shall submit a revised landscaping plan which addresses the following items:

15 additional shrubs shall be added on Belt Line Road

6 trees and 68 shrubs shall be added along Quorum Drive.

The interior planting areas are 6,076 short of the requirement.

Additional plantings shall be added to the interior of the site.

-The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signs.

Voting Aye: Doherty, Groce, Oliver, Stockard, Wheeler

Voting Nay: none

Absent: Hewitt, Hughes

RECOMMENDATION:

Administration recommends approval.

Carmen Moran, Director of Development Services, presented and spoke regarding this item.

There were no individuals who spoke at the public hearing.

Council Member DeFrancisco moved approval of the item, subject to the conditions listed.

Motion made by DeFrancisco to approve, as submitted, with the conditions listed

Seconded by Arfsten

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Moore,
Resnik

Passed

R6 **PUBLIC HEARING** Case 1682-SUP/hopdoddy Burger Bar. Public hearing, discussion, consider and take action regarding approval of an ordinance changing the zoning on property located at 5100 Belt Line Road, Suite 502, which property is currently zoned PD, Planned Development, through Ordinance 012-001, by approving for that property a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, on application from hopdoddy Burger Bar, a division of Guy and Larry Restaurants, represented by Mr. Mitch Liggett, Director of Development.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on December 19, 2013, voted to recommend approval of the request for approval of an ordinance changing the zoning on property located 5100 Belt Line Road, Suite 502, which property is currently zoned PD, Planned Development, through Ordinance 012-001, by approving for that property a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to no conditions.

Voting Aye: Doherty, Groce, Oliver, Stockard, Wheeler

Voting Nay: none

Absent: Hewitt, Hughes

RECOMMENDATION:

Administration recommends approval.

Carmen Moran, Director of Development Services, presented and spoke regarding this item.

There were no individuals who spoke at the public hearing.

Motion made by Resnik to approve, as submitted,

Seconded by Gunther

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Moore,
Resnik

Passed

R7 **PUBLIC HEARING** Case 1683-SUP/Vernon's Gastropub. Public hearing, discussion, consider and take action regarding approval of an ordinance changing the zoning on property located at 5290 Belt Line Road, Suite 142, by approving for that property an amendment to Ordinance 012-040, Section 2, Paragraph 9, which amended Ordinance 087-001, in order to delete a Special Condition from 012-040, Section 2, Paragraph 9 prohibiting the use of any terms or graphic depictions which relate to alcoholic beverages in any exterior signs, on application from Vernon E. Garcia, Inc., represented by Mr. Christopher Myrick.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on December 19, 2013, voted to recommend approval of an ordinance changing the zoning on property located at 5290 Belt Line Road, Suite 142, by approving for that property an amendment to Ordinance 012-040, Section 2, Paragraph 9, which amended Ordinance 087-001, in order to delete a Special Condition from 012-040, Section 2, Paragraph 9 prohibiting the use of any terms or graphic depictions which relate to alcoholic beverages in any exterior signs, subject to no conditions.

Voting Aye: Doherty, Groce, Oliver, Stockard, Wheeler

Voting Nay: none

Absent: Hewitt, Hughes

RECOMMENDATION:

Administration recommends approval.

Carmen Moran, Director of Development Services, and Christopher Myrick, Owner of Vernon's Grill, presented and spoke regarding this item.

There were no individuals who spoke at the public hearing.

Motion made by Arfsten to approve the ordinance amending Ordinance 012-040, to allow only the use of the word "gastropub" as an exception to the prohibition against the use of any terms or graphic depictions which relate to alcoholic beverages in any exterior signs,

Seconded by Gunther

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Moore, Resnik

Passed

- R8 Presentation of the Planning and Zoning Commission Annual Report for 2013 by Planning and Zoning Chairman, Ralph Doherty.

RECOMMENDATION:

There is no administrative recommendation for this item.

Ralph Doherty, Chairman of the Planning and Zoning Commission, presented and spoke regarding this item.

There was no action taken on this item.

- R9 Presentation, discussion, consider and take action regarding approval of an ordinance amending Chapter 62, Signs of the Code of Ordinances of the Town by providing for a Meritorious Exception to Article IV, Division 3, Attached Signs, Sec. 62-163 Item (5) to provide for a sign with letters 27" in height on the east facade of the building and to Article V, Prohibited Signs, Sec. 62-270 Outline and skeleton lighting to provide for LED luminaries that outline the elements of the building facade on an application from TGI Friday's located at 4951 Belt Line Rd.

RECOMMENDATION:

Administration recommends denial.

Lynn Chadler, Building Official of the Town of Addison, presented and spoke regarding this item.

Motion made by Moore to deny the applicant's request,
Seconded by DeFrancisco

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Moore, Resnik

Passed

- R10 Presentation, discussion, consider and take action regarding an ordinance amending Chapter 62, Signs, of the Code of Ordinances of the Town by providing for a Meritorious Exception to Article IV. requirements for Specific Types of Signs, Division 3. Attached Signs, Sec. 61-162 Premises Signs, Item (c) and Sec. 62-163 Area, Item (1) and Item (5) in order to provide for a sign on the west

facade with letters 32" in height, a sign on the north facade with letters 36" in height and an area of approximately 41 Sq. Ft. and an additional sign on the north facade with a logo 6' 4" in height and an area of approximately 46.5 Sq. Ft. at Pollo Tropical located at 5290 Belt Line Rd Suite 100.

RECOMMENDATION:

Administration recommends denial.

The item was withdrawn.

- R11 Presentation, discussion and consider and take action on a resolution relating to the giving of notice of intention to issue Town of Addison, Texas Combination Tax and Revenue Certificates of Obligation, Series 2014; providing an effective date.

RECOMMENDATION:

Administration recommends approval.

Eric Cannon, Chief Financial Officer, David Medanich, Vice Chairman of First Southwest, Lea Dunn, Deputy City Manager, and Lisa Pyles, Director of Infrastructure Operations and Services, presented and spoke regarding this item.

Motion made by Resnik to approve, as submitted,
Seconded by Moore

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Moore,
Resnik

Passed

- R12 Presentation, discussion, consider and take action regarding authorizing the City Manager to enter into a Professional Services Agreement with CH2M Hill, Inc., to provide project management services related to the revitalization of Midway Road for an amount not to exceed \$545,000.

RECOMMENDATION:

Administration recommends approval.

Lisa Pyles, Director of Infrastructure Operations and Services, presented and spoke regarding this item.

Motion made by Arfsten to approve, as submitted,
Seconded by Resnik

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Moore,
Resnik

Passed

- R13 Presentation, discussion, consider and take action regarding authorizing the City Manager to enter into an Engineering Design and Professional Services agreement between the Town of Addison and LNV, Inc., for year 2 of the Sanitary Sewer System Evaluation and Study in an amount not to exceed \$320,633.

RECOMMENDATION:

Administration recommends approval.

Lisa Pyles, Director of Infrastructure Operations and Services, presented and spoke regarding this item.

Motion made by Resnik to approve, as submitted,
Seconded by Gunther

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Moore,
Resnik

Passed

- R14 Presentation, discussion, consider and take action regarding adoption of an incentive policy for existing hotels considering expanding their facilities.

RECOMMENDATION:

Administration recommends approval.

Orlando Campos, Director of Economic Development, Eric Cannon, Chief Financial Officer, and John Hill, City Attorney, presented and spoke regarding this item.

Motion made by Arfsten to approve, as submitted
Seconded by Moore

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Moore, Resnik

Passed

Executive Session

- ES1 Closed (executive) session of the Addison City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) about pending litigation, to wit: *Town of Addison, Texas v. ProAir Developments, L.P.*, Cause No. DC-13-15164, 14th District Court, Dallas County, Texas.

Council entered Executive Session at 8:58pm.
Council closed Executive Session at 10:45pm.

There was no action taken.

- ES2 Closed (executive) session of the Addison City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney(s) on matters in which the duty of the attorney(s) to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, regarding and pertaining to Addison Airport and certain real property located at and within the Airport.

Council entered Executive Session at 8:58pm.
Council closed Executive Session at 10:45pm.

There was no action taken.

- ES3 Closed (Executive) session of the Addison city Council pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in our near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

Council entered Executive Session at 8:58pm.
Council closed Executive Session at 10:45pm.

There was no action taken.

- ES4 Closed (executive) session of the Addison City Council, pursuant to Section 551.072, Texas Government Code, to deliberate the lease or value of certain real property within the Town located in that area generally known as Office in the Park.

Council entered Executive Session at 8:58pm.
Council closed Executive Session at 10:45pm.

There was no action taken.

- ES5 Closed (executive) session of the Addison City Council pursuant to Section 551.072, Texas Government Code, to deliberate the purchase or value of certain real property located within the Town and adjacent to and concerning Addison Airport.

Council entered Executive Session at 8:58pm.
Council closed Executive Session at 10:45pm.

There was no action taken.

Regular Items Continued

- R15 Discussion, consider and take action regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or any action regarding the offer of a financial or other incentive to such business prospect or business prospects.

RECOMMENDATION:

Administration recommends approval.

Motion made by DeFrancisco to authorize the City Manager and City Attorney to proceed as discussed in the Executive Session,
Seconded by Arfsten

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Moore,
Resnik

Passed

- R16 Presentation, discussion, consider and take action regarding authorizing the City Manager to negotiate for the Town, as tenant, a lease of office space described as Suite 200, 14681 Midway Road (within the development generally known as Office in the Park), comprised of approximately 14,800 rentable square feet and owned by 14671-14683 Midway Road LP.

RECOMMENDATION:

Administration recommends approval.

Motion made by Arfsten to authorize the City Manager and City Attorney to proceed as discussed in the Executive Session,
Seconded by DeFrancisco

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Moore,
Resnik

Passed

- R17 Discussion, consider and take action regarding pending litigation, to wit: *Town of Addison, Texas v. ProAir Developments, L.P.*, Cause No. DC-13-15164, 14th District Court, Dallas County, Texas.

There was no action taken on this item.

- R18 Discussion, consider and take action regarding and pertaining to property located at and within Addison Airport.

There was no action taken on this item.

- R19 Discussion, consider and take action regarding the purchase or value of certain real property located within the Town and adjacent to and concerning Addison Airport.

RECOMMENDATION:

There was no action taken on this item.

- R20 Discussion, consider and take action regarding the contract and compensation of Lea Dunn, Deputy City Manager as City Manager.

Motion made by Arfsten to table the item until January 28, 2014,
Seconded by Moore

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Moore,
Resnik

Passed

Adjourn Meeting

Mayor-Todd Meier

Attest:

City Secretary-Matthew McCombs

Combined Meeting

2b

Meeting Date: 01/28/2014

Council Goals: Create raving fans of the Addison Experience.
Maintain and enhance our unique culture of creativity and innovation.
Fully integrate the Arts as part of our brand

AGENDA CAPTION:

Approval of a contract in the amount of \$50,000 with the World Affairs Council of Dallas/Fort Worth for consulting services related to the production of the 2014 WorldFest: International Spotlight, subject to the final review/approval of the City Manager and City Attorney.

FINANCIAL IMPACT:

Budget \$50,000.00

Cost: \$50,000.00 paid over two fiscal years as follows: FY14: \$37,500 and FY 15: \$12,500

BACKGROUND:

What is the World Affairs Council: The World Affairs Council serves as a gateway to the world for our region, providing a wide array of opportunities for the public and its 4,000+ members. The non-profit, nonpartisan organization has presented hundred of speakers in recent years, including *Newsweek International* editor, CNN host and bestselling author Fareed Zakaria, rock star and humanitarian Bono, former President of Mexico Vicente Fox, The New York Times columnist Thomas Friedman, author Walter Isaacson, human rights activist Ayaan Hirsi Ali, as well as journalists, ambassadors, foreign affairs experts and other newsmakers from around the world. The WAC also administers the following programs:

- International Education Initiative, impacts more than 100,000 North Texas students annually
- U.S. Department of State-sponsored International Visitor Program
- City of Dallas Office of Protocol

WAC Consulting Services for 2014 WorldFest: International Spotlight. The attached contract outlines the services WAC will provide and the consulting fee associated with their services. Addison will benefit from this partnership with WAC in a number of ways but most notably through their credibility in the international community as well as through their connections to many potential participants,

programs, and marketing opportunities.

RECOMMENDATION:

Administration recommends approval.

Attachments

2014 WAC Contract- International Spotlight

STATE OF TEXAS §
 § CONSULTING AGREEMENT
COUNTY OF DALLAS §

This Festival Consulting Agreement (“Agreement”) is entered into by and between the Town of Addison, Texas (the “City” or “Addison”) and World Affairs Council of Dallas / Fort Worth (“World Affairs Council”) (the City and World Affairs Council are sometimes referred to herein together as the “parties” and individually as a “party”).

Recitals:

1. The City desires to conduct an international festival known as the “WorldFest: International Spotlight” (sometimes referred to herein as “WorldFest” and the “Festival”) at various times throughout the 2014 calendar year at various locations throughout Addison and the DFW Metroplex. Among other things, WorldFest: International Spotlight provides an opportunity to attract tourists to the City and educate the public on the many cultures that make up the North Texas region.
2. World Affairs Council is a non-profit corporation established under the laws of the State of Texas with a mission to promote international awareness, understanding and connections through its multifaceted programs. The Council works to enhance the region’s global stature and to prepare North Texans to thrive in our complex world.
3. Addison desires to retain the services of World Affairs Council, and World Affairs Council desires to provide its services to Addison, to facilitate the production of WorldFest: International Spotlight, as set forth herein.

NOW, THEREFORE, for and consideration of the above and foregoing premises, the mutual covenants and obligations set forth herein, and other good and valuable consideration, the Town of Addison, Texas and World Affairs Council do contract and agree as follows:

1. **Term.** This Agreement shall be effective on January 29, 2014 (the “Effective Date”) and shall remain in effect through December 31, 2014 (the “Expiration Date”), subject, however, to the termination provisions of this Agreement.
2. **Services.** In connection with the 2014 WorldFest: International Spotlight, World Affairs Council will provide to the City the following non-exclusive services (“Services”):
 - A. Cross Cultural Guidance and Strategic Initiatives:
 - provide consulting services on global issues and develop together an international strategy for the Town of Addison;
 - provide protocol training workshops for Town staff and other audiences as requested;
 - Feature the Town of Addison as a strategic partner, including recognition at designated events and on the WAC website;
 - Provide Senior Town Management (16) and City Council Members (7) with Patron memberships in the World Affairs Council

B. Event programming including but not limited to the following activities:

- work with Addison staff to develop, coordinate and administer series of entertainment events (e.g. performances, art galleries, films, etc.), educational programs and business forums at various locations and times in the Addison and North Texas area, including but not limited to:
 - host two significant WAC programs in Addison with the Mayor of Addison or his designee having the role of host with welcome and introductory remarks
 - incorporate an international component at select Addison festivals
 - provide authentic Moroccan cuisine and entertainment (possibly from *Souk* in Trinity Groves, cooking demonstration by the Ambassador's personal chef at Fork & Cork, formerly Taste Addison, etc.)
 - host an exhibit at Visit Addison (display to be determined)
 - provide Town of Addison Council Members with opportunities to participate in international events, as appropriate
- **Marketing, Communications and Sponsorship Support –**
 - work with Addison Staff and their third-party advertising consultant, if any, as determined by Addison, to develop marketing materials to promote WorldFest and related events, including but not limited to the following materials: print advertising, radio advertising, electronic advertising, posters, fliers, brochures, and other collateral. Also assist with identifying distribution outlets for these materials;
 - work with Addison Staff and their third-party public relations consultant, if any, as determined by Addison for the purpose of providing advice and recommendations regarding publicity materials to promote WorldFest and related, including but not limited to the following materials: press releases, newsletters, calendar advisories;
 - work with Addison Staff and their third-party sponsorship consultant, if any, as determined by Addison, for the purpose of providing advice and recommendations regarding sponsorship materials to be used to secure cash and in-kind services for WorldFest and related events from third-party sponsors (“Third Party Sponsors” and sponsorships from Third-Party Sponsors being “Third Party Sponsorships”). Also assist with identifying potential Third-Party Sponsors;
 - use World Affairs Council resources (e.g., marketing materials, website, e-newsletters, trade, and other resources) to cross-promote WorldFest and related events;
 - World Affairs Council shall publicly endorse WorldFest and related events by, among other things, including a reference to WorldFest and related events prominently on the World Affairs Council website (www.dfwworld.org).
- **Performance Reports –** World Affairs Council shall provide to the City, not later than the 25th day following the end of each calendar year quarter (or portion thereof,

as applicable) while this Agreement is in effect, a report (“Performance Report”) regarding the work and activities of World Affairs Council for the calendar year quarter immediately prior to the date the report is provided, including, without limitation, (i) all marketing activities of World Affairs Council, (ii) a report on expenses and the payment thereof (e.g., payments to performers, other third parties, and proof of such payment), (iii) a report regarding the activities of World Affairs Council as to all other of the above and foregoing Services. Each such report shall be in form and content satisfactory to the City, and World Affairs Council shall provide supporting information for its report, including any supporting information as the City may reasonably request. Upon the expiration or earlier termination of this Agreement, World Affairs Council shall provide such report to the City not later than the 25th day following the Expiration Date or the date of termination, as applicable, and the obligation to provide such report shall survive the expiration or earlier termination of this Agreement.

C. In connection with the Services, World Affairs Council warrants and represents to the City that:

- 1) World Affairs Council has the skills, qualifications, expertise, experience and financial capability necessary to perform the Services with a high degree of quality and responsiveness;
- 2) The Services and work will be provided in a professional and timely manner, consistent with the commercially accepted best practices and standards;
- 3) The Services shall comply with all applicable federal, state or local statutes, ordinances, laws, rules, standards, codes and regulations;
- 4) World Affairs Council: (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; and, (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of World Affairs Council; and
- 5) The execution and delivery of this Agreement by World Affairs Council does not: (i) conflict with, or result in any violation or breach of, any provision of the World Affairs Council’s charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which World Affairs Council is a party; or (iii) materially conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to World Affairs Council.

C. All Services shall be provided by World Affairs Council in cooperation and coordination with the City Staff, and in particular with the Addison Director of Special Events (the “Director”). Any and all promotional or other materials regarding the Festival which are to be prepared, given or delivered by World Affairs Council shall be first presented to the Director for the Director’s review and approval prior to the public dissemination of any such materials. Standardized language agreed upon by both parties prior to any public dissemination thereof may, after such agreement, be disseminated in World Affairs Council materials without prior review of those materials. Prior to solicitation of any entertainers, activities and other vendors, World Affairs Council shall use its reasonable efforts to first obtain the pre-approval of the Director regarding such solicitation; however, the parties hereto recognize that World Affairs Council may not be able in all instances to obtain the pre-approval of the Director prior to a solicitation, and in such event World Affairs shall nevertheless, in conducting any solicitation, abide by and comply with such communication standards as the Director shall establish. The Services shall be provided by World Affairs Council in a professional manner. In identifying, selecting, and recommending entertainers, activities, and vendors pursuant to this Agreement, and in performing all of its Services hereunder, World Affairs Council understands and recognizes that the Festival is for entertainment purposes only, is a family oriented and family-friendly, is not a religious or political event (and is not an event that promotes or suggests any religious or political agenda), and World Affairs Council will perform its Services hereunder in accordance therewith.

3. **Compensation.** For the Services provided by World Affairs Council in accordance with the terms and conditions of this Agreement and subject to the termination provisions of this Agreement, the City will pay World Affairs Council a fee as follows:

The City will pay World Affairs Council Fifty Thousand and No/100 Dollars (\$50,000.00), to be paid in four installments as follows: (1) the first installment (“first installment”) of \$12,500.00 shall be paid by March 1, 2014, (2) the second installment (the “second installment”) of \$12,500.00 shall be paid by June 1, 2014, (3) the third installment (the “third installment”) of \$12,500 shall be paid by September 1, 2014, and (4) the fourth installment (the “fourth installment”) shall be paid upon (i) the completion of the Festival, and (ii) the satisfactory performance as reasonably determined by the City of all of the Services by World Affairs Council, including, without limitation, the timely receipt by the City of the December Performance Report and all performance reports to be provided prior thereto, in form and content reasonably acceptable to the City (upon the satisfaction of the said (i) and (ii), payment of the fourth installment shall be by no later than December 31, 2014).

4. **Termination.**

- A. *Without cause.* Either party may terminate this Agreement at any time by giving to the other party at least 30 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination or upon the expiration of this Agreement, all finished or unfinished data, studies, reports

and other materials and items (whether kept electronically, in writing, or otherwise) prepared by World Affairs Council shall be and become the property of the City and World Affairs Council shall promptly deliver such items to the City.

B. *With cause.*

- (i) If (a) World Affairs Council fails to perform any of World Affairs Council's duties or responsibilities as reasonably determined by the City, or (b) if World Affairs Council fails to fulfill in a timely and professional manner World Affairs Council's obligations under this Agreement, or (c) if World Affairs Council shall violate any of the terms or provisions of this Agreement (the said (a), (b) and (c) being referred to together in this paragraph as a "Failure"), or (d) if World Affairs Council, World Affairs Council's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the City, as determined reasonably but solely by the City, then City shall have the right to terminate this Agreement effective immediately upon the City giving notice thereof, either oral or in writing, to World Affairs Council.
- (ii) Notwithstanding the foregoing subparagraph B.(i), with respect to a Failure, such right of termination shall not be exercised by the City unless and until a Failure remains uncured by World Affairs Council for a reasonable period of time (as determined by the City) after notice thereof (which notice shall specifically identify the Failure) from the City is received by World Affairs Council.
- (iii) If the City's termination of World Affairs Council for cause is defective for any reason, including but not limited to the City's reliance on erroneous facts concerning World Affairs Council's performance, or any defect in notice thereof, the City's maximum liability shall not exceed the amount payable to World Affairs Council under Section 3 above.

- C. In the event of termination or upon the expiration of this Agreement, all finished or unfinished data, studies, reports and other items (whether kept electronically, in writing, or otherwise) prepared by World Affairs Council shall be and become the property of the City and World Affairs Council shall promptly deliver such items to the City.
- D. If this Agreement is terminated in **March, 2014**, World Affairs Council shall promptly reimburse the amount of the first installment to the City. If this Agreement is terminated: (i) in **April, 2014**, World Affairs Council shall promptly reimburse to the City the sum of \$6,250.00; (ii) in **May, 2014**, World Affairs Council shall promptly reimburse to the City the sum of \$3,125.00. If this Agreement is terminated in **June, 2014**, World Affairs Council shall promptly reimburse the amount of the second installment to the City. If this Agreement is terminated: (iv) in **July, 2014**, World Affairs Council shall promptly reimburse to the City the sum of \$6,250.00; (v) in **August, 2014**, World Affairs Council shall promptly reimburse to the City the sum of \$3,125.00. If this Agreement is terminated in **September, 2014**, World Affairs Council shall promptly reimburse the amount of the third installment to the City. If this

Agreement is terminated: (vi) in **October, 2014**, World Affairs Council shall promptly reimburse to the City the sum of \$6,250.00; (ii) in **November, 2014**, World Affairs Council shall promptly reimburse to the City the sum of \$3,125.00; Following such termination, World Affairs Council shall be entitled to no further payment or compensation hereunder. The reimbursement obligation set forth herein shall survive the termination of this Agreement.

If this Agreement is terminated after the payment of the fourth installment on December 1, 2014, World Affairs Council shall be entitled to payment of a ratable portion of the third installment for Services properly performed hereunder, as reasonably determined by the City.

5. **Relationship of Parties.** World Affairs Council is and shall be during the entire term of the Agreement an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the professional manner in which World Affairs Council performs the Services which are the subject matter of the Agreement; provided always however that the Services to be provided by World Affairs Council shall be provided in a manner consistent with all applicable standards, regulations, and laws governing such Services.
6. **Records.** World Affairs Council shall keep complete and accurate records for the Services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to City upon request. World Affairs Council shall assure the confidentiality of any records that are required by law to be so maintained. World Affairs Council shall prepare and forward such additional or supplementary records as City may reasonably request.
7. **Notice.** For purposes of this Agreement, if written notice or other communication is given, such notice or other communication shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; seventy-two (72) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. Addresses for notice are as follows:

To the City:
Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254-7606
Attn: Chris Terry

To World Affairs Council:
World Affairs Council
325 N. St. Paul Street, Suite 4200
Dallas, TX 75201
Attn: Jim Falk

The addresses and addressees for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice,

or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

8. **Reports Confidential.** No reports, information (either in writing or oral), documents, or other materials given to or prepared by World Affairs Council under this Agreement which the City requests in writing to be kept confidential, shall be made available to any individual or organization by World Affairs Council without the prior written approval of the City.
9. **Authority to Execute.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.
10. **Ownership of Reports.** The reports, documents and materials prepared by World Affairs Council under or pursuant to this Agreement shall be the sole property of the City.
11. **Assignment.** Inasmuch as this Agreement is intended to secure the specialized services of World Affairs Council, World Affairs Council has no authority or power to and may not assign, transfer, delegate, subcontract or otherwise convey any interest herein without the prior written consent of the City, and any such assignment, transfer, delegation, subcontract or other conveyance without the City's prior written consent shall be considered null and void *ab initio*.
12. **Rights and Remedies Cumulative; Non-Waiver.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement for any reason whatsoever, including with respect to any such right, power or option or to such compliance or to any other or subsequent default or breach hereof, nor a waiver by either party of its rights at any time to exercise any such right, power or option or to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.
13. **Applicable Law; Venue.** In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.
14. **Enforceability.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the

provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15. **Force Majeure.** In the event either the City or World Affairs Council shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice to the other party, and thereupon performance of such act shall be excused for such period of delay.
16. **No Third-Party Beneficiaries.** This Agreement and all of its terms and provisions are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
17. **Incorporation of Recitals.** The above and foregoing Recitals to this Contract are true and correct and are incorporated herein and made a part hereof for all purposes.
18. **Construction of Certain Terms.** Section and subsection headings herein are for convenience only and shall not be used in interpretation of this Agreement. The words “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.
19. **Severability.** The sections, paragraphs, sentences, phrases, words, and all other provisions of this Agreement are severable, and if any part of this Agreement is determined by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect. In lieu of any such illegal, unlawful, unconstitutional, or void provision, the parties agree to seek to negotiate to add to this Agreement another provision that would be permitted that is as close to the intent of the original provision as possible.
20. **Entire Agreement and Modification.** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

SIGNED by each of the respective parties on the date set forth below.

TOWN OF ADDISON, TEXAS

**WORLD AFFAIRS COUNCIL OF
DALLAS FORT WORTH**

By: _____
Chris Terry, Assistant City Manager

By: _____
James N. Falk, President and CEO

Date: _____

Date: _____

Combined Meeting

2c

Meeting Date: 01/28/2014

Council Goals: Mindful stewardship of Town Resources.

Raise property values

Infrastructure improvement and maintenance

Look for Operational Efficiencies without cutting services

AGENDA CAPTION:

Approval of a contract totaling \$71,548 with Palm Springs Pool Service for annual maintenance of park display fountains.

FINANCIAL IMPACT:

Palm Springs Pool Service held the previous contract for the past five years at an annual cost to the Town of \$71,337.90. The Parks Department budgeted \$75,000 in the FY 2014 parks operation budget for these services. There were three bids submitted, and Palm Springs was the lowest bidder. A Bid Tabulation Form is included as an attachment.

BACKGROUND:

This is a one year contract, which can be renewed each year for four additional years if the contractor and the Town are agreeable to the terms and conditions of the contract. The scope of work under this contract consists of weekly cleaning of the fountain pools and pumping/filtering systems. This includes daily cleaning of the Addison Circle Park fountains. The fountains maintained under this contract are as follows:

Addison Circle Park – Interactive Fountain and Display Fountain;

Quorum Park – Two Display Fountains;

Bosque Park – One Display Fountain;

Midway Meadows – One Display Fountain;

LeGrande Drive - One Display Fountain;

Vitruvian Way - One Display Fountain.

Palm Springs Pool Service has successfully maintained these fountain systems for five years.

RECOMMENDATION:

Administration recommends approval.

Bid Tabulation Form

Fountain Maintenance
Bid NO 14-02 - Park Display Fountain Maintenance - Annual Contract
DUE: January 10, 2014
2:00 PM

BIDDER	SIGNED	Bid Bond		Bid Amount	Labor for Misc.Repairs	Labor for Add.Site Visits	% for Parts - Repairs
Palm Springs Pool Service	Y	Y		\$71,548.00	\$65/hour	\$35/hour	20%
Greenscape Pump Services, Inc.	Y	Y		\$154,201.00	\$120/hour	\$85/hour	50%
Petra Chemical Company	Y	Y		\$155,106.00	\$60/hour	\$60/hour	30%

Bidsync - #14-02

Sealed Bid

Combined Meeting**R3****Meeting Date:** 01/28/2014**Council Goals:** Continue to attract, hire, develop, and retain great employees

AGENDA CAPTION:

Presentation of new Addison Airport Tower Chief, Jerry Creecy.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Jerry Creecy became the new Addison Airport Tower Chief on September 23, 2013. Jerry has almost 25 years experience with the FAA. He has worked at San Angelo, Midland, Fort Worth Meacham, DFW Tower, and Dallas Love Tower.

RECOMMENDATION:

Combined Meeting**R4****Meeting Date:** 01/28/2014**Council Goals:** Fully integrate the Arts as part of our brand

AGENDA CAPTION:

Presentation by the Addison Arbor Foundation and discussion regarding art placement within Addison.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

AttachmentsAAF - Jackrabbits Proposal

Dr. Ihrig,

As per your request, BassEppler Studios is submitting the following artist design for the City of Addison Jack Rabbit installation.

Jim used the photograph that you sent, and with the help of Photoshop, he and Beckie (also an artist, who collaborates with Jim on these types of installations) developed this rough initial visual for your bronze Jack Rabbit installation.

In the photo shown immediately below, there are six jack rabbits pictured. The three jack rabbits identified as A, B, and C are currently available within our portfolio. The additional three (D, E, and F) are conceptual poses we feel would complement the existing Jack Rabbit (A), (B) and (C). BassEppler Studios would be pleased to have you select any combination of these Jack Rabbits.

In your communications you indicated that you are considering installing all of the jack rabbits on the rock shown in the photo. During the creative process of this project, as we considered the nature of jack rabbits we thought you may want to include a running jack rabbit (F). To add interest and dimension to the installation, this running Jack could be installed at ground level. We have a cost effective (grounds maintenance friendly) way in which to install this piece should you decide on this pose.

The cost of each Jack Rabbit would be 3200.00 plus 50.00 each for shipping/delivery.

If you need anything else prior to your presentation of our proposal, please let us know.

Thank you for this wonderful opportunity! We look forward to hearing back from you.

Cindy, Jim and Beckie







Combined Meeting

R5

Meeting Date: 01/28/2014

Council Goals: Create raving fans of the Addison Experience.
Maintain and enhance our unique culture of creativity and innovation.
Fully integrate the Arts as part of our brand

AGENDA CAPTION:

Presentation, discussion relating to Addison Kaboom Town, and take action regarding a contract in the amount of \$52,000 annually with PyroShows of Texas for the production of the Addison Kaboom Town! Fireworks Show in 2014-2016 with the option to renew for two additional one-year terms in 2017 and 2018, subject to the final review/approval of the City Manager and City Attorney.

FINANCIAL IMPACT:

Budgeted Amount: \$52,000.00

Cost: \$52,000.00 annually in 2014-2016 plus the option to renew in 2017 and 2018

BACKGROUND:

For the past 28 years, Atlas Enterprises has produced the Addison Kaboom Town! fireworks show for the Town of Addison, which has earned national acclaim as one of the top fireworks shows in the country by the Wall Street Journal, USA Today, Forbes, AOL, Readers Digest and others. Upon the retirement of Atlas Enterprises' president, Royce Trout, the company was sold to PyroShows of Texas in the fall of 2013. In December 2013, staff solicited a Request for Proposals for Fireworks Services through Bid Sync. Six proposals were received with proposed shell counts as follows (within the set budget of \$52,000):

Extreme Pyrotechnics - 2,290

Illumination - 2,756

PyroShows of Texas - 2,280-2,348

Pyrotex - 2,080

Western Enterprises - 2,009

A review committee comprised of the following people evaluated both the written proposals and oral presentations:

Eric Cannon, Chief Financial Officer

Carol Cooper, Purchasing Consultant

Chelsea Gonzalez, Assistant to the City Manager

Barbara Kovacevich, Director of Special Events

Annemarie Martin, Special Events Coordinator

Michel Mitchell, Fire Captain
Caitlan Smelley, Management Analyst
Joe McAnally, Airport Operations Manager

The committee considered several qualifications and ranked each bidder on the following criteria: Vendor's Quality/Reputation (70%) and Cost (30%).

The recommendation is for the approval of a contract with PyroShows of Texas. They received the highest overall points due to their combination of expertise, creativity, reputation, cost-effectiveness and ability to uphold the event's outstanding brand.

RECOMMENDATION:

Administration recommends approval.

Attachments

2014-2016 Fireworks Agreement- Pyroshows

STATE OF TEXAS §
 §
COUNTY OF DALLAS §
 §

FIREWORKS AGREEMENT

This Fireworks Agreement (“Agreement”) is made this the ____ day of _____, 2014 by and between **PYROSHOWS OF TEXAS**, (hereinafter referred to as **PYROSHOWS**), and the Town of Addison, Texas (hereinafter referred to as **City**).

For and in consideration of the mutual covenants and obligations set forth herein, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and PYROSHOWS do hereby contract and agree as follows:

1. **PyroShows of Texas** is a Texas Corporation with its principal place of business in Fort Worth, Texas.

2. The **Town of Addison** is a Texas home rule municipality operating under and pursuant to Article 11, Section 5 of the Texas Constitution, the laws of the State of Texas, and the Charter of the Town of Addison, Texas; and,

3. **CITY** intends to promote, at its own cost and expense, certain festivities celebrating Independence Day in Addison, Texas. This Agreement deals exclusively with the scheduled pyrotechnic demonstration (the “pyrotechnic display”) on the 3rd of July in years 2014, 2015 and 2016 (or the alternate dates set forth in Section 7 below). The show will be fired at 9:35 P.M and the duration of said display is at least twenty-five minutes. Said display will be produced, choreographed, and designed as approved by the **CITY**.

4. **PYROSHOWS** is in charge of all aspects of the production of the pyrotechnic display and will design and choreograph the pyrotechnic display as part of the festivities and pursuant to an agreement of the parties as so enumerated herein. **PYROSHOWS** will perform and execute the pyrotechnic display. In the performance of its duties hereunder, **PYROSHOWS** shall provide technicians who are professional, who have received training on the proper display of fireworks, and who have been and are licensed or certified under any applicable law or regulation to conduct and operate a fireworks display.

6. **PYROSHOWS** will procure all necessary permits and required inspections in connection with this Agreement and will comply with all applicable laws, rules, regulations and standards. **PYROSHOWS** shall purchase and maintain during the term of this Agreement (i) worker’s compensation insurance in the amounts required by State law, and (ii) commercial general liability insurance including personal injury liability, premises operations liability, contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement, products/completed operations, and bodily injury and property damage, with limits of liability of not less than \$2,000,000. Coverage under such policies must be on an occurrence basis, and if the commercial general liability insurance contains a general aggregate limit, it shall apply separately to this location and to the event described herein. All such policies of insurance shall (a) be issued by a carrier which is rated A- or better by A.M. Best’s Key Rating Guide (and have a financial size category rating by A.M. Best of VII or better) and licensed to do business in the State of Texas, and (b) name the Town of Addison, Texas, its officials, officers, and employees as an additional insured and contain a waiver of subrogation in favor of the Town of Addison, Texas, and (c) provide for at least thirty (30) days

written notice to the Town of Addison, Texas prior to cancellation or modification. On or before June 1st of each contract year, **PYROSHOWS** shall provide **CITY** with certificates of insurance evidencing such insurance policies together with the declaration page of such policies, along with the endorsement naming the Town of Addison, Texas as an additional insured.

7. In the event the pyrotechnic display described herein is canceled in its entirety and not rescheduled, except as a result of a breach of this Agreement by **PYROSHOWS**, **CITY** agrees to pay **PYROSHOWS** for its reasonable out of pocket expenses and production fees incurred in connection with this Agreement plus 30% of the contract amount set forth in Section 11. In such event and if **PYROSHOWS** has previously received from **CITY** more than 30% of the contract amount, **PYROSHOWS** shall, within 10 days of the date of cancellation, reimburse to **CITY** the difference between the amount actually paid to **PYROSHOWS** (less any expenses and production fees incurred in connection herewith) and 30% of the contract amount. **PYROSHOWS** shall supply to the **CITY** receipts for all expenses and fees incurred pursuant to this Agreement.

In the event of any breach of this Agreement by **PYROSHOWS**, **CITY** may terminate this Agreement and shall have no further or future duties or obligations hereunder. In such event, **PYROSHOWS** shall reimburse to **CITY** all payments received by **PYROSHOWS** under this Agreement.

Every reasonable effort will be made to conduct the pyrotechnic display on July 3rd despite weather conditions prior to, or during, the pyrotechnic display. In the event of weather conditions that will prevent the pyrotechnic display, the **CITY** and **PYROSHOWS** will mutually agree upon a time to decide if the pyrotechnic display will occur on July 3rd, or if the pyrotechnic display will have to be rescheduled. Should **CITY** request rescheduling, the event will take place on July 5th at 9:35 p.m. (the "Rescheduled Date") **CITY** is responsible for the cost of approved extra expenses including any additional costs incurred by or to **PYROSHOWS**, i.e. meals, hotels, transportation, and possible airfare, if **CITY** has first given its written consent (in its sole discretion) to such additional expenses or costs.

8. **PYRO SHOWS** will provide musical score of choreographed and designed pyrotechnic display complete with dramatic cue sheet and backtimed theatrical design. **CITY** will provide ISND line for musical score and **PYROSHOWS** will provide sound and cueing commands from firing area to the radio station via ISND line feed.

9. Given total satisfaction of **CITY** regarding the pyrotechnic display for **CITY**, as determined by **CITY** in its sole discretion, **CITY** may, at its sole option, cause this Agreement to be renewed for the following year (2017) and for the year after that (2018) (each such year being a "Renewal Year") by delivering to **PYROSHOWS** notice of its intent to renew this Agreement (the "Renewal Notice"). In order to exercise its option, **CITY** shall deliver to **PYROSHOWS** the Renewal Notice no later than October 1, 2016 for the July 2017 event and no later than October 1, 2017 for the July 2018 event. Any renewal of this Agreement shall be on the same terms and conditions set forth herein (including, without limitation, the cost set forth in Section 11), except that the dates shall be amended to reflect the then applicable Renewal Year.

10. **PYROSHOWS** assumes no responsibility for security or crowd management relating to said event. **CITY** must provide a safe and secure area (as reasonably defined by **PYROSHOWS**) in which to set off and ignite the display to ensure its ability to properly produce the show and **PYROSHOWS** the security to execute said show. Furthermore,

PYROSHOWS is not liable for crowd behavior on the night of said display, but is the full responsibility of **CITY**. Further, **PYROSHOWS** will not be responsible for any injury to persons or damage to motor vehicles within 560 feet of the FIREWORKS DISCHARGE SITE. **PYROSHOWS** will present a plot plan accepted by the Addison Fire Department and to become part of this contract.

11. The total cost to be paid by **CITY** is Fifty-Two Thousand DOLLARS (\$52,000.00) for all matters relative to the production of the pyrotechnic display under this agreement (provided, however, that in the event the display described in this Agreement is canceled as set forth in Section 7, the terms of Section 7 shall control). Payment to be as follows: Twenty-six Thousand DOLLARS (\$26,000.00) is due no later than June 15th of each contract year, and the remaining Twenty-six Thousand DOLLARS (\$26,000.00) is due on or before July 3rd of each contract year (in the event the pyrotechnic display occurs on the 3rd day of July) or on the business day next following the Rescheduled Date (in the event the pyrotechnic display occurs on the Rescheduled Date). Payment to be made per above schedule to the offices of **PYROSHOWS**.

12. **PYROSHOWS' INDEMNITY OBLIGATION.** **PYROSHOWS** covenants, agrees to, and shall **DEFEND** (with counsel reasonably acceptable to the Town), **INDEMNIFY, AND HOLD HARMLESS** the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities each being an "Addison Person" and collectively the "Addison Persons") from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the Town and/or any other Addison Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) services of **PYROSHOWS** set forth in this Agreement (including, without limitation, the services set forth in of Sections 4, 6 and 8 of this Agreement), (ii) representations or warranties by **PYROSHOWS** under this Agreement; and/or (iii) any other act or omission under or in performance of this Agreement by **PYROSHOWS**, its owners, directors, officers, shareholders, managers, partners, employees, agents, engineers, architects, consultants, contractors, subcontractors, invitees, patrons, guests, customers, tenants, subtenants, licensees, sublicensees, concessionaires, or any other person or entity for whom **PYROSHOWS** is legally responsible, and their respective owners, directors, officers, shareholders, managers, partners, employees, agents, engineers, architects, consultants, contractors, subcontractors, invitees, patrons, guests, customers, licensees, and concessionaires (collectively, "PYROSHOWS Persons"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.** However, **PYROSHOWS'** liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Addison Person or Addison Persons' proportionate share of the negligence, gross negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, **PYROSHOWS'** liability for Addison Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Addison Person or Addison

Persons' proportionate share of the negligence, gross negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

PYROSHOWS shall promptly advise the Town of Addison in writing of any claim or demand against any Addison Person related to or arising out of PYROSHOWS' or any PYROSHOWS Persons' activities under this Agreement and shall see to the investigation and defense of such claim or demand at PYROSHOWS's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and own expense, to participate in such defense without relieving PYROSHOWS of any of its obligations hereunder.

13. Any notice or document required to be delivered hereunder may be delivered in person or shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the addresses indicated below, or at such other addresses as may have theretofore been specified by written notice delivered in accordance herewith.

TO FESTIVAL:

Town of Addison, Texas
P.O. Box 9010
Addison, Texas 75001
Attn: Chris Terry, Assistant City Manager

TO PYRO SHOWS OF TEXAS

PyroShows of Texas
6601 Nine Mile Azle road
Fort Worth, Texas 76135

14. The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. This Agreement shall be performable and all compensation payable in Dallas County, Texas. Venue for any action or proceeding under this Agreement lies in Dallas County, Texas. In the event there is any dispute or litigation with regard to this agreement, the successful party shall be entitled to its attorney's fees and costs.

15. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

TOWN OF ADDISON, TEXAS

PYROSHOWS OF TEXAS

By: _____
Chris Terry, Assistant City Manager

By: _____

(printed/typed name)

Its: _____

Combined Meeting

R6

Meeting Date: 01/28/2014

Council Goals: Brand Protection and Enhancement

AGENDA CAPTION:

Presentation, discussion, and take action regarding an ordinance amending Chapter 62, Signs, of the Code of Ordinances of the Town by providing for a Meritorious Exception to Article IV. Requirements for Specific Types of Signs, Division 3. Attached Signs, Sec.61-162 Premises Signs, Item (c) and Sec. 62-163 Area, Item (1) and Item (5) in order to provide for signs on the east and west facades with letters 32" in height, a sign on the north facade with letters 36" in height and an area of approximately 41 Sq. Ft. and an additional sign on the north facade with a logo 6' 4" in height and an area of approximately 46.5 Sq. Ft., at Pollo Tropical located at 5290 Belt Line Rd., Suite 100.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Sec. 62-162. Premises Signs, Item (c) only allows one sign for each facade for each tenant. Sec. 62-163. Area. Item (1) allows one square foot of sign per linear foot of building frontage and Item (5) limits the base height of letters or logos on the north facade to 16" but allows 50% of the letters or logos a maximum height of 20" when located less than 100' from the street curb and limits the height of the letters and logos on the west facade to a maximum height of 24" when located 100' to 150' from the street curb.

RECOMMENDATION:

Administration recommends denial.

Attachments

Application, Plans, Property Owner Approval Letter



BUILDING INSPECTION DEPARTMENT 16801 Westgrove Dr Addison Texas 75001 972/450-2881 fax: 972/450-2837

Application for Meritorious Exception to the Town of Addison Sign Ordinance

Application Date: 12.20.13

Filing Fee: \$200.00

Applicant: Barnett Signs, Inc. - Zeke Bullock

Address: 4250 Action Dr.

Suite#: _____

Mesquite

TX

75150

Phone#: 972-681-8800

City

State

Zip

Fax#: 972-681-8824

Status of Applicant: Owner _____ Tenant _____ Agent X

Location where exception is requested:

Pollo Tropical - 5290 Belt Line Rd. #1028

Reasons for Meritorious Exception:

Pollo Tropical wishes for an exception to the Sign Ordinance in order to install building signs that adequately meet the visibility requirements of motorists traveling down Belt Line Rd. and that is aesthetically complimentary to their building. Pollo Tropical feels that the ordinance restriction of a 16" maximum letter height for the sign located on the North Front Elevation does not offer sufficient visibility to motorists and does not complement the appearance of the building. In addition, the restriction of a 24" max letter height for the signs located on the East and West Side Elevations do not offer sufficient visibility or proper building aesthetics. Based on the distance of the building from the road and the speed of the traffic, they feel a 36" letter height for the North Front Elevation and a 32" letter height for the East and West Side Elevations best serves the public and the city.

YOU MUST SUBMIT THE FOLLOWING:

12 COPIES OF THE PROPOSED SIGN SHOWING:

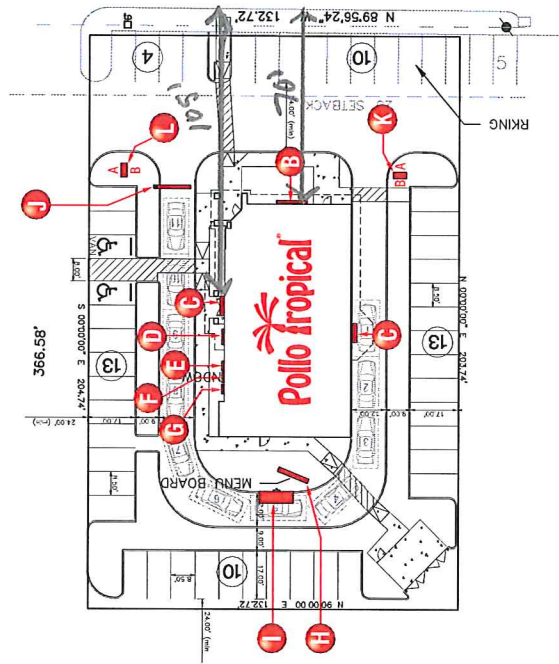
1. Lot Lines
2. Names of Adjacent Streets
3. Location of Existing Buildings
4. Existing Signs

5. Proposed Signs
6. Sketch of Sign with Scale and Dimensions Indicated (8.5 x 11 PLEASE)

Date Fees Paid _____ Check # _____ Receipt # _____



Design Number: 23-18858-10-R6



NOTE: Customer to provide new building plan

SIGN SCHEDULE	
A	Not Used
B	3'-0" WALL LETTERS (1)
C	2'-8" WALL LETTERS (2)
D	ENTRY DISPLAY
E	POP DISPLAY
F	POP DISPLAY
G	POP DISPLAY
H	DRIVE THRU MENU BOARD
I	ORDER POINT SPEAKER
J	CLEARANCE BAR (LEFT FACING)
K	DIRECTIONAL (DO NOT ENTER -THANK YOU)
L	DIRECTIONAL (DRIVE THRU)

Design Number: 23-18858-10-

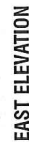
ROOF TOP EQUIPMENT
WILL BE SCREENED BY
THE PARAPET.

[illegible]

SCALE: 1/8" = 1'-0"

12704 DuPont Circle Tampa, FL 33626
(813) 855-4415 (800) 284-3284 Fax (813) 854-3037

**ROOF TOP EQUIPMENT
WILL BE SCREENED BY
THE PARAPET.**



12704 DUFONT CIRCLE Tampa, FL 33626
(813) 855-4415 (800) 284-3284 Fax (813) 854-3037

15'-0"

3'-0" Pollo Tropical®

LETTER SET ELEVATION

SQ. FT. TOTAL: 45.0

SIGN TYPE: B ONE (1) SET REQD

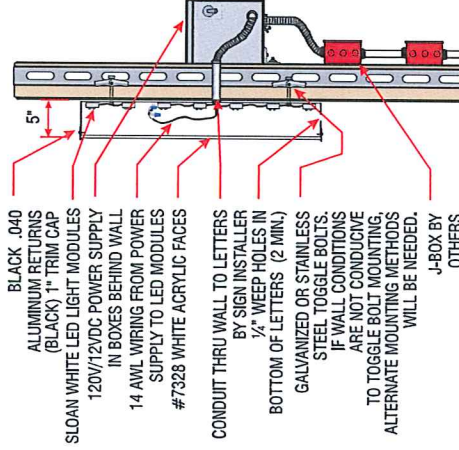
SCALE: 1/2" to 1'-0"

COLOR SPECIFICATIONS

RETURNS BLACK	TRIM CAP 1" BLACK	FACES: #7328 WHITE ACRYLITE
------------------	----------------------	-----------------------------------

SLOAN LED LOW VOLTAGE LIGHTING SYSTEM

UL LISTED - CLASS 2 - CONFORMS TO UL 48 - N.E.C. 600 STANDARDS



TYPICAL REMOTE L.E.D. CHANNEL LETTER

SCALE: 3/4" to 1'-0"

GENERAL NOTES:

1. CONTRACTOR SHALL VERIFY WALL CONDITIONS IN THE FIELD.
2. TYPE, SIZE & NUMBER OF FASTENERS TO BE DETERMINED.
3. ALL BOLT TO BE DRILLED AND OR PUNCHED.
4. ISOLATE ALUMINUM FROM STEEL.

ELECTRICAL REQUIREMENTS	
Total: T.B.D. Amps	
(T.B.D.) 120V/20A Circuit Required. ALL BRANCH CIRCUITS SHALL BE EQUIPPED WITH GROUND-Fault Circuit Interrupters (GFCI) AND SHALL NOT BE SHARED WITH OTHER LOADS.	

CUSTOMER TO PROVIDE:

ALL BRANCH (PRIMARY ELECTRICAL SERVICE CIRCUITS & FINAL CONNECTION TO EACH SIGN (WITHIN 5 FT.) TO BE BY CERTIFIED ELECTRICIAN:

- A. All branch circuits for signs must be totally dedicated to signs (including dedicated ground and dedicated neutral per circuit).
- B. Sign circuits must not be shared with other loads such as lighting, air conditioning, and other equipment.
- C. Properly sized ground wire that can be traced back to the breaker panel must be provided.
- D. Any deviation from the above requirements for each sign to meet Federal Health Signs requirement.

1. Damage to or improper operation of the sign(s).
2. Delays and additional costs.

Notes:

1. Certain electrical components of signs will fail prematurely if signs are not shut-off for a period of time, once, each day. For best performance, we recommend signs to be connected to an automatic controlling device such as an Energy Management System, Time Clock or Photo Cell that will automatically shut-off the sign for a period of time, each day. Failure to do so will cause damage to the electrical components of the sign and void the warranty.
2. Some electrical components will also adversely affect sign electrical components, causing failure. Any dimming of the sign without consultation with Federal Health Sign Co. will void the warranty.

INSTALLER IS RESPONSIBLE FOR:

ELECTRICAL NOTES:

1. INSTALLATIONS OF THESE (ELECTRICAL) SIGNS SHALL CONFORM TO THE REQUIREMENTS OF ARTICLE 600 OF THE N.E.C., U.L. 48 AND/OR OTHER APPLICABLE LOCAL CODES.
 2. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.
- PROVIDING ALL NEEDED INSTALLATION HARDWARE AS DETERMINED BY LOCAL CODE AND SITE CONDITIONS.



SIGN COMPANY
www.FederalHealth.com

12704 DuPont Circle Tampa, FL 33626
(813) 855-4415 (800) 284-3284 Fax (813) 854-3037

Manufacturing Facilities:
Cincinnati, OH - Dayton, OH - Jacksonville, FL - Chicago, IL
Other Locations:
Cincinnati, OH - Las Vegas, NV - Laguna, AZ
Miami, FL - Dallas, TX - Jacksonville, FL - San Antonio, TX
Louisville, KY - Knoxville, TN - Canton, OH - Columbus, OH
Indianapolis, IN - Tampa, FL - Atlanta, GA
Tampa, FL - Daytona Beach, FL - Orlando, FL

Revisions: B3 DR 11/4/13 Deleted Sign A, updated elevations and all other signs
B3 DR 12/2/13 Deleted 3 PDR displays and shutters North elev. Update menu.
B3 DR 12/2/13 Deleted additions made on 12-1-13
B3 DR 11/7/14 PDR letters in new style change menu to new style.

Colors Displayed in This Rendering May Not Match Actual Finished Materials. Refer to product samples for exact color match.

Client Approval/Date: _____

Landlord Approval/Date: _____

Project / Location:

Pollo Tropical
5790 BELT LINE ROAD # 1028
ADDISON, TX 75254

Account Rep:

MIKE ST. ONGE

Project Manager:

DENNIS RADTKE

Drawn By:

J. CARPENTER

Undersigned is the duly authorized representative of the undersigned and shall be responsible for the accuracy of the information provided herein.

This original drawing is provided as part of a planned project and is not to be exhibited, copied or reproduced without the written permission of Federal Health Sign Company, LLC or its authorized agent. © HSC

Job Number: 23-18858-10

Date: APRIL 23, 2013

Sheet Number: 5 of 9

Design Number: 23-18858-10-R6

Lynn Chandler

From: Keith, Mitch [mkeith@frgi.com]
Sent: Monday, January 06, 2014 11:44 AM
To: Lynn Chandler
Subject: FW: Addison Signs: Please email me back Landlord's approval for Signage Submission: See Email regarding request.

Lynn,

This is an email from the landlord indicating their approval. Please let me know if they need to send anything to you directly.

The awning with the palm logo is 88" x 92". The palm portion of the awning is 76" x 88".

Thank you,

Mitch

Mitch Keith

Sr. Construction Manager
Fiesta Restaurant Group, Inc.
972.795.0005

From: Smith, Brad
Sent: Monday, January 06, 2014 11:24 AM
To: Keith, Mitch
Subject: FW: Addison Signs: Please email me back Landlord's approval for Signage Submission: See Email regarding request.

From our Landlord

From: Marc Reinisch [<mailto:MReinisch@rushmoreproperties.com>]
Sent: Monday, January 06, 2014 11:23 AM
To: Smith, Brad
Subject: RE: Addison Signs: Please email me back Landlord's approval for Signage Submission: See Email regarding request.

Your requested changes to the size of the signage is fine with us.

From: Smith, Brad [<mailto:bsmith@tacocabana.com>]
Sent: Monday, January 06, 2014 10:59 AM
To: Marc Reinisch
Cc: Keith, Mitch
Subject: Addison Signs: Please email me back Landlord's approval for Signage Submission: See Email regarding request.

Marc,

I left you a VM on this...sorry for the rush....Addison has requested we submit today w/ LL's approval regarding the building's Channel Letter signage. This is same size as the shown on pg 6 the Aug 7th email I sent you previously that you approved. We need in essence your approval to proceed w/ our Meritorious Exception Application.

We are seeking what is called a Signage Meritorious Exception which is City is allowing us to proceed with submitting, but that requires Landlord's approval to enable our submission.

The channel letters proposed for the submission are shown on the attachment.

North elevation proposed is 36" code is 20"

West elevation proposed is 32" code is 24"

Please email me back **today** (sorry for the short notice...the City requested it today) Landlord's acceptance of Pollo Tropical's Signage Meritorious Exception so we can proceed accordingly.

Thank you,

Bradley D. Smith

Vice President, Real Estate

P 210-283-5510

bsmith@tacocabana.com



From: Keith, Mitch

Sent: Monday, January 06, 2014 10:27 AM

To: Smith, Brad

Subject: Addison Signs

Brad,
Here's the package.

Combined Meeting

R7

Meeting Date: 01/28/2014

Council Goals: Brand Protection and Enhancement

AGENDA CAPTION:

Presentation, discussion, and take action regarding an ordinance amending Chapter 62, Signs of the Code of Ordinance of the Town by amending Article VI. Special Districts, Sec.62-289 Generally, Items (b) 1., (b) 8., (b) 9., (b) 11., and (b) 12 in order to provide for a multi-tenant pylon sign, a multi-tenant wall sign and make corrections to the Code of Ordinances regarding the property located at 5100 Belt Line Road, Village on the Parkway, on recommendation from the City Staff.

FINANCIAL IMPACT:

N/A

BACKGROUND:

The section for the pylon signs was initially reserved until the City Manager and staff could review designs submitted by the applicants that were considered promoting and maintaining the Addison brand. It was determined that the multi-tenant pylon sign and multi-tenant monument sign met that criteria.

The corrections are for typo errors in the original ordinance.

RECOMMENDATION:

Administration recommends approval.

Attachments

Village on the Parkway Ordinance

Village on the Parkway Elevations

TOWN OF ADDISON, TEXAS

ORDINANCE NO. 014-

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING CHAPTER 62, SIGNS, OF THE CODE OF ORDINANCES OF THE TOWN BY AMENDING ITEM (b) (VILLAGE ON THE PARKWAY) TO SECTION 62-289 (GENERALLY) OF ARTICLE VI. (SPECIAL DISTRICTS); PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS FOR ANY OFFENSE, AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the “City”) desires to amend certain provisions of Chapter 62 of the City’s Code of Ordinances relating to and regarding signs within the City; and

WHEREAS, the amendments set forth in this Ordinance to Chapter 62 are pursuant to investigation and analysis by the City, and are with a view of and to further the purposes and objectives set forth in Section 62-2 of the Code, including to promote the health, safety, welfare, convenience and enjoyment of the public, including among other things to promote the efficient transfer of information in sign messages and to protect the public welfare and to enhance the appearance and economic value of the landscape, and such amendments are to facilitate the avoidance of visual clutter that is potentially harmful to traffic and pedestrian safety, property values, business opportunities, and community appearance, and are to comply with applicable State law; and

WHEREAS, the City is authorized to provide for regulation of signs pursuant to State law, including, among others, Section 51.001, Tex. Loc. Gov. Code (authorizing a municipality to adopt an ordinance, rule or police regulation that is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality) and Section 216.901 Tex. Loc. Gov. Code (authorizing a home rule municipality to license, regulate, control or prohibit the erection of signs or billboards), and pursuant to its authority as a home rule city under Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

WHEREAS, the adoption of this Ordinance and the amendments set forth herein are for and in the best interests of the health, safety and welfare of the City and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. Incorporation of Recitals. The above and foregoing recitals and premises to this Ordinance are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Amendment. The Code of Ordinances of the Town of Addison, Texas (the "City") is hereby amended by amending certain sections and provisions of Chapter 62, Signs, thereof as set forth in Exhibit A attached hereto and incorporated herein for all purposes, and all other chapters, articles, sections, subsections, sentences, phrases and words of the said Code of Ordinances are not amended hereby.

Section 3. Savings; Repealer. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided, however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 4. Penalty. It shall be unlawful for any person, firm, corporation, or other business entity to violate any provision of this Ordinance, and any person, firm, corporation, or other business entity violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount of not more than Five Hundred and No/100 Dollars (\$500.00), and a separate offense shall be deemed committed each day during or on which a violation or failure occurs or continues.

Section 5. Severability. The provisions of this Ordinance are severable, and if any section or provision of this Ordinance or the application of any section or provision to any person, firm, corporation, entity, situation or circumstance is for any reason adjudged invalid or held unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of any other section or provision of this Ordinance or the application of any other section or provision to any other person, firm, corporation, entity, situation or circumstance, and the City Council declares that it would have adopted the valid portions of this Ordinance adopted herein without the invalid or unconstitutional parts and to this end the provisions of this Ordinance adopted herein shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall become effective from and after its passage and approval and its publication as may be required by law (including, without limitation, the City Charter and the ordinances of the City).

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this
_____ day of _____, 2014

Todd Meier, Mayor

ATTEST:

By:_____
Matt McCombs, City Secretary

APPROVED AS TO FORM:

By:_____
John Hill, City Attorney

Published:_____

EXHIBIT A
TO ORDINANCE NO. 013-AAA

Chapter 62, Signs, of the Code of Ordinances (the “Code”) of the Town of Addison, Texas is hereby amended by amending various sections of the said Code as set forth below and as follows:

- A. Section 62-289 item (b) 1. , (b) 8. , (b) 9. , (b) 11. , and (b) 12. of the Code are amended to read as follows:

ARTICLE VI. SPECIAL DISTRICTS

Section 62-289 Generally

- (b) Village on the Parkway (being that area shown in Fig. 62-289.A)

STANDARDS FOR SIGNS

1. Pylon Sign/Multitenant Wall Sign

- (a) A multitenant pylon sign and a multitenant wall sign shall be allowed containing sign panels for multiple tenants.
- (b) Shall be constructed as shown in Figure 62-289.B
- (c) Shall be placed as shown in Figure 62-289.A

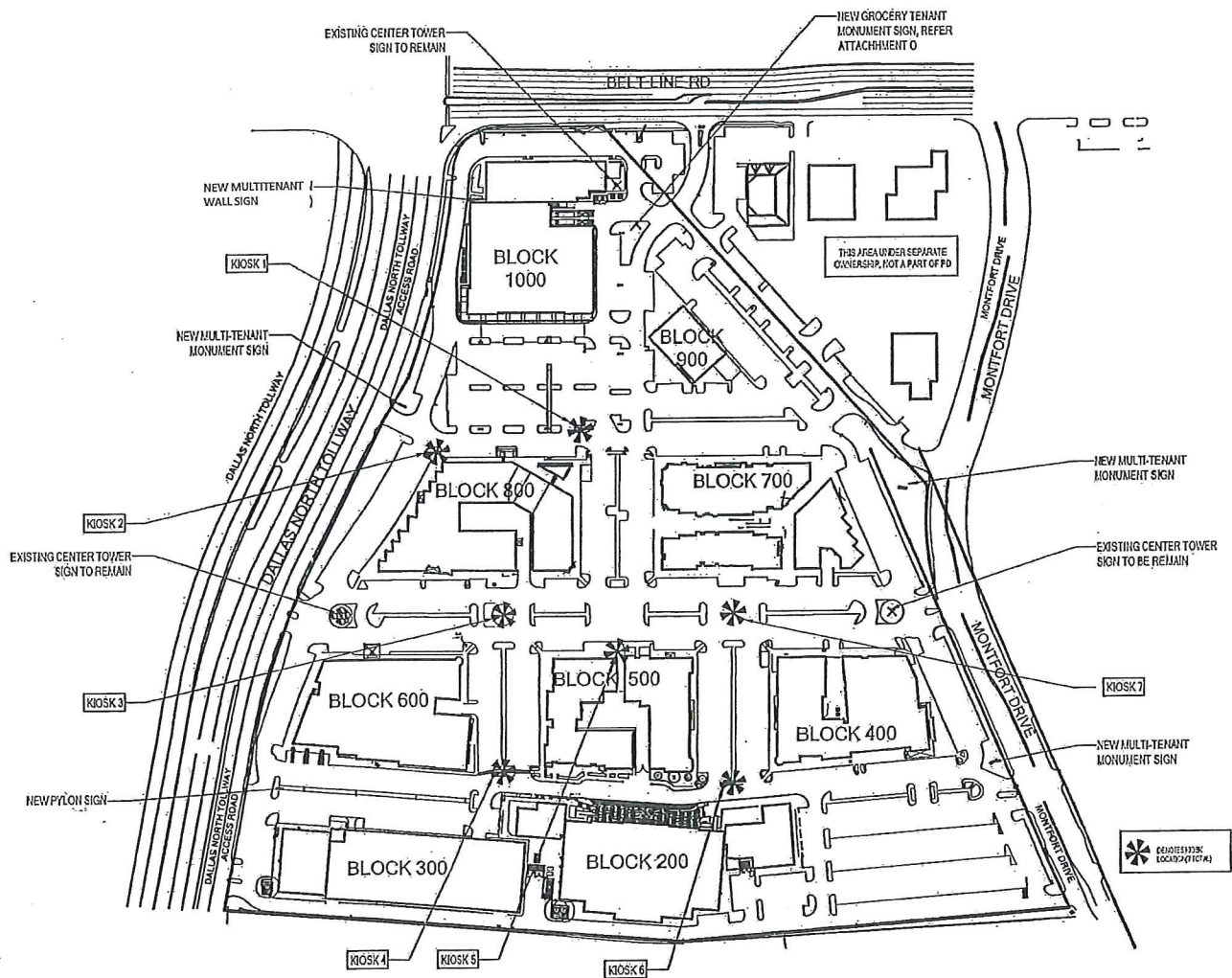
8. Wall Sign:

- (a) Each commercial tenant may have one wall sign per façade.
- (b) Maximum Area of a wall sign on each façade shall not exceed the maximum sign area per façade as defined in Section 62.289, (b), Section 7 6 (b).
- (c) No wall sign shall have a length which exceeds 75% of tenant frontage.
- (d) Individual letters and logos for wall signs shall not exceed 36” in height.

9. Flag Sign:

- (a) Each commercial tenant may have one Flag sign per façade in addition to one Wall Sign.
- (b) The combined area for a Wall Sign and a Flag Sign shall not exceed the Maximum Area per façade for all Attached Commercial Tenant Identification Signs, as defined in Section 62.289, (b), Section 7 6 (b).
- (c) Flag Signs mounted at the corner of a building shall count 50% of the sign area square footage toward the total square footage for each façade.
- (d) Shall be constructed as shown in Figure 62.289.H.
- (e) Shall not be constructed of cloth or other synthetic fabric material.

11. Secondary Business Identification Sign:
 - (a) Each Commercial tenant may have a maximum of two (2) additional secondary business identification signs selected from the following list:
 1. Secondary Blade sign: constructed and placed in accordance with Figure 62.289.J
 2. Secondary Wall Plaque sign: constructed and placed in accordance with Figure 62.289.K.
 - (b) The area of the Secondary Business Identification Signs shall not be included in the maximum allowable square footage per façade as defined in Sections 62.289 (b), Section 7 6 (b).
12. Window Sign: Signs in windows exempt from permitting requirements, and are not included in the maximum allowable square footage per façade, as defined in Section 62.289, (b), Section 7 6 (b), but are limited to not more than ten percent (10%) of the window area per façade.



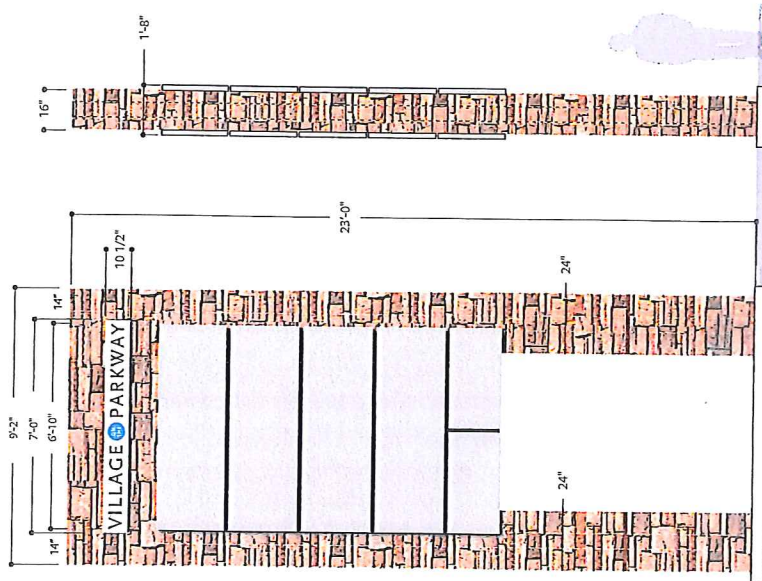
62.289.A

ATTACHMENT A SIGNAGE SITE PLAN

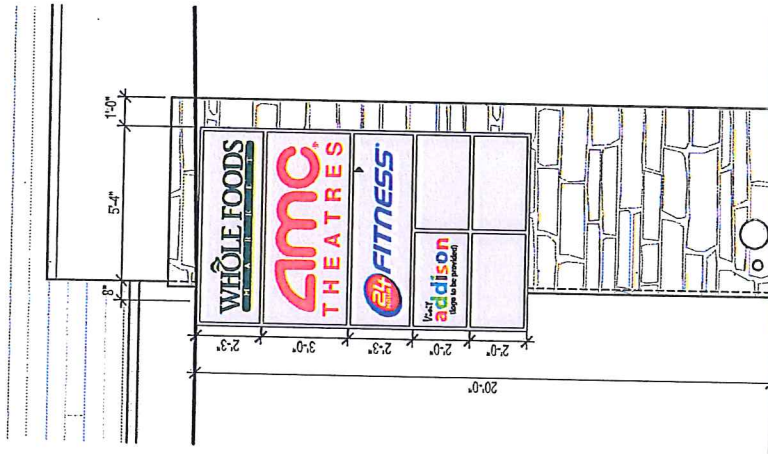
VILLAGE ON THE PARKWAY
ADDISON, TEXAS
05/02/13



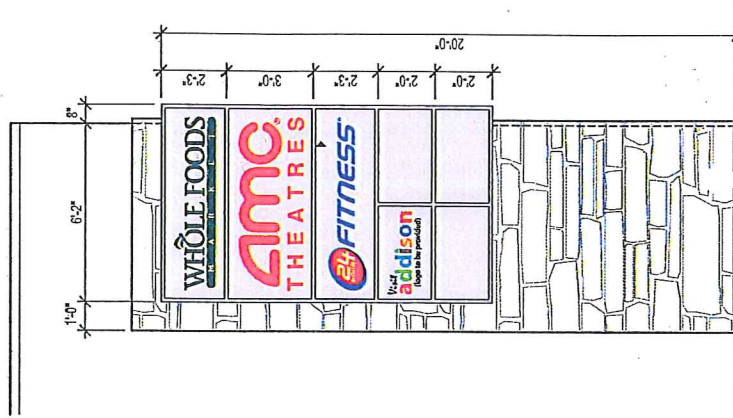
(11013: VOTP Signage Exhibit - Revised 05.02.13.DWG)



PYLON SIGN



MULTITENANT WALL SIGN
WEST ELEVATION



MULTITENANT WALL SIGN
EAST ELEVATION

ATTACHMENT B

NEW PYLON/MULTITENANT WALL SIGN

62.289.B



VILLAGE ON THE PARKWAY
ADDISON, TEXAS
05/02/13
(11013; VOTP Signage Exhibit - Revised 05.02.13.DWG)





Combined Meeting

R8

Meeting Date: 01/28/2014

Council Goals: Brand Protection and Enhancement

AGENDA CAPTION:

Presentation, discussion, and take action regarding an ordinance amending Chapter 62, Signs, of the Code of Ordinances of the Town by providing for a Meritorious Exception to Article VI, Special Districts, Sec. 62-289 Generally, Item (b) 8 (d) in order to provide for signs on the west and north facades with logos 5' in height on application from Lincoln Property Company on behalf of AT&T for the property located at 5100 Belt Line Rd Suite 1032.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Ordinance 013-018 was passed on May 14, 2013. The Special District regulations for Village on the Parkway were amended to allow the tenants to have larger letters, larger logos, more than one sign per facade and additional square footage. Originally the applicant, Lincoln Property Company, was requesting that all tenants have the option of a letter and logo up to a height of 5'. Carmen Moran, Director of Development Services, met and spoke with the applicant on numerous occasions to discuss the merits of the request. It was determined by staff that a 5' letter or logo throughout the shopping center was not in the best interest of maintaining or promoting the Addison brand. Subsequently a 3' letter or logo was agreed upon.

Carmen Moran dedicated a significant amount of time to this ordinance and meeting with the applicant. As a result they agreed to the terms of the ordinance as recommended by staff. Nine months later, they are now seeking a meritorious exception to the ordinance.

Sign permits were issued for a 3' logo on 12-12-13.

RECOMMENDATION:

Administration recommends denial.

Attachments

APPLICATION, OWNER LETTER, DRAWINGS

Addison!

BUILDING INSPECTION DEPARTMENT 16801 Westgrove Dr Addison Texas 75001 972/450-2881 fax: 972/450-2837

Application for Meritorious Exception to the Town of Addison
Sign Ordinance

Application Date: JAN 14, 2014 Filing Fee: \$200.00

Applicant: VOP, LP of JARROD TATES

Address: 2000 McKinney Ave Suite#: 1000

DALLAS TX 75201 Phone#: 214 740 3369
City State Zip

Fax#: _____

Status of Applicant: Owner VOP, LP Tenant AT&T Agent _____

Location where exception is requested:

VILLAGE ON THE PARKWAY 5100 BELT LIVE RD SUITE 1032

Reasons for Meritorious Exception:

AT&T hereby seeks Meritorious Exception to increase the overall size of its two (2) globe only fascia signs from 36 inches to 60 inches. In keeping with AT&T's vision for a Store of the Future in Addison, TX, we have removed the AT&T moniker and left only our AT&T Globes to project our new brand standards. By removing the AT&T moniker we have reduced the overall square footage (SF) of our signs by 19.33 SF from our previous 36 inch prototypical globe and moniker size of 28.33 SF. AT&T feels the 60 inch globes, with an overall SF of 25 SF would be more aesthetically appealing to the Addison community and help them to better identify the space as an AT&T retail location. With this proposed 60 inch globe vs. the prototypical logo and letterset we would still be under the prototypical SF of a 36 inch globe and moniker signage by 3.33 SF. With the neighboring tenants in the Village on the Parkway having complete titles associated with their signage it makes the existing AT&T signage look out of proportion to the rest of the center.

YOU MUST SUBMIT THE FOLLOWING:

12 COPIES OF THE PROPOSED SIGN SHOWING:

1. Lot Lines
2. Names of Adjacent Streets
3. Location of Existing Buildings
4. Existing Signs
5. Proposed Signs
6. Sketch of Sign with Scale and Dimensions Indicated (8.5 x 11 PLEASE)

Date Fees Paid 1-17-14 Check # 267145 Receipt # 542126

Lynn Chandler

From: Jarrod Yates [JYates@LPC.com]
Sent: Friday, January 10, 2014 2:11 PM
To: Carmen Moran; Lynn Chandler
Subject: FW: AT&T- Addison
Attachments: C37937 Addison, TX (Village on the Parkway) (07-29-13).pdf
Importance: High

Carmen / Lynn –

Attached is the information that AT&T would like to present to council in order to attempt to obtain approval for the 5' letters. Please verify that you can include this in the signage package that contains the pylon signage.

Also, do you need any additional information from me regarding the pylons?

Thank you,

Jarrold C. Yates
Vice President
Lincoln Property Company
2000 Mckinney Ave, Suite 1000
Dallas, TX 75201
214-740-3369
jyates@lpc.com

From: LLOYD, GARY E [<mailto:gl1451@att.com>]
Sent: Monday, December 16, 2013 3:35 PM
To: Jarrod Yates
Cc: PHANEUF, MARSHALL
Subject: AT&T- Addison
Importance: High

Jarrold,

I believe you guys are going to be attaching our signage request to your variance request and I was asked to send you our sign package for that submittal.

Attached is our sign package for this location to include the monument tower that we had artwork on. If you do not need that monument portion it can be deleted.

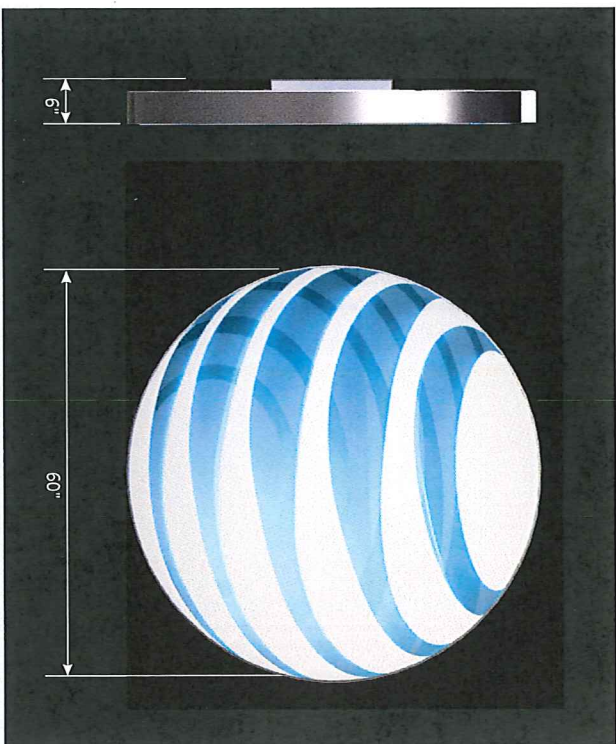
If you need added items please let me know and I will get those for you.

Gary Lloyd
Sr. Mgr. Design & Construction
214.782.3750 desk
214.746.8314 fax
972.948.7970 mobile
gl1451@att.com

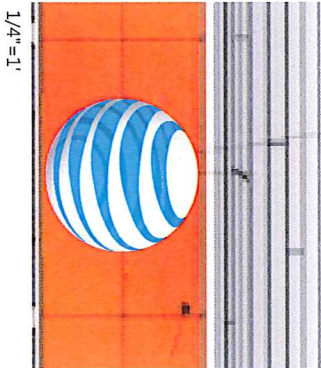
S1a

Illuminated Logo (Qty. 2)

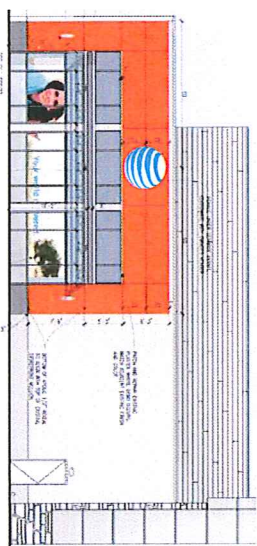
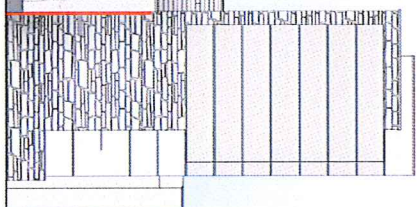
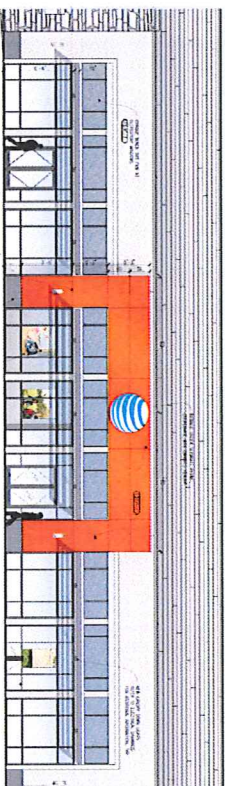
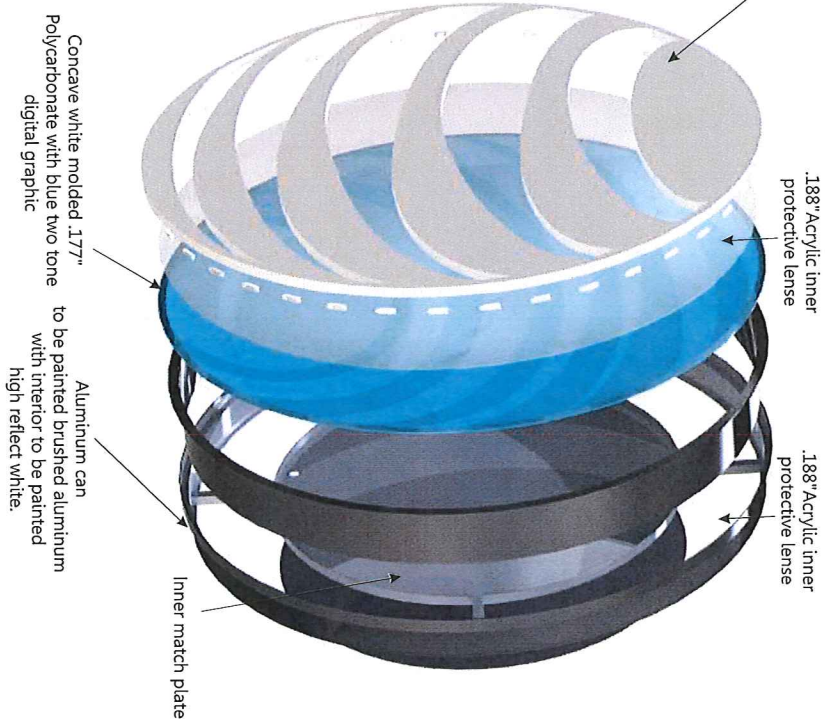
Install new face lit / back lit logos built as shown below.



Illuminated brandmark is centered
equally in available fascia area



1/4" = 1'



Revisions:

Revisions:

Revisions:

File Location:
Arboretum\cnc\as1a17

Date: 7/22/13
Designer: PB
Pm: TK

City/State: Addison, TX
Address: Village on the Parkway

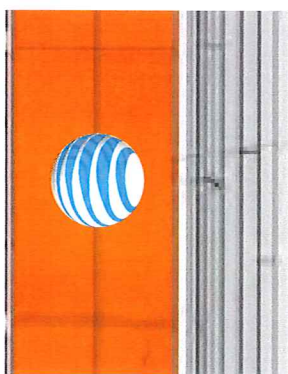
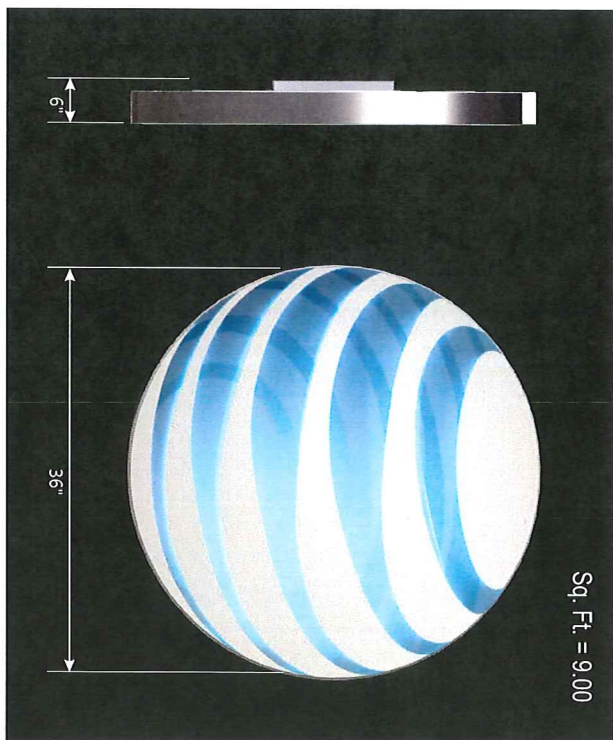
Drawing #
C37937-S1a

S1b

Illuminated Logo (Qty. 2)

Install new face lit / back lit logos built as shown below.

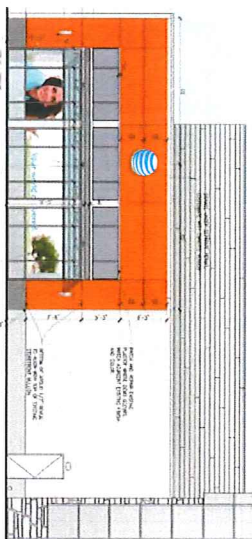
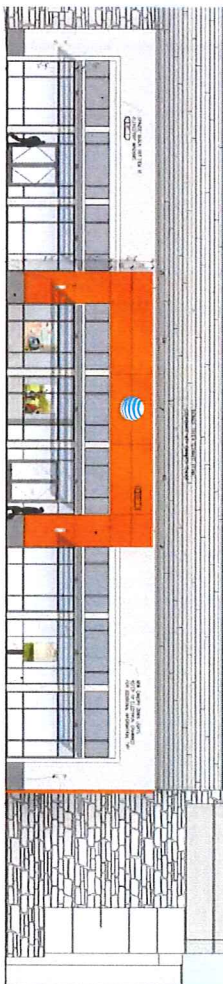
Existing Signage



illuminated brandmark is centered
equally in available fascia area

 $1/4"=1'$ 

Concave white molded .177" Aluminum can
Polycarbonate with blue two tone to be painted brushed aluminum
digital graphic with interior to be painted
high reflect white.



 prioritysign

Revisions:

X

X

X

Revisions:

X

X

X

Revisions: _____

File Location:
ArtDept\CoreColors\AT&T

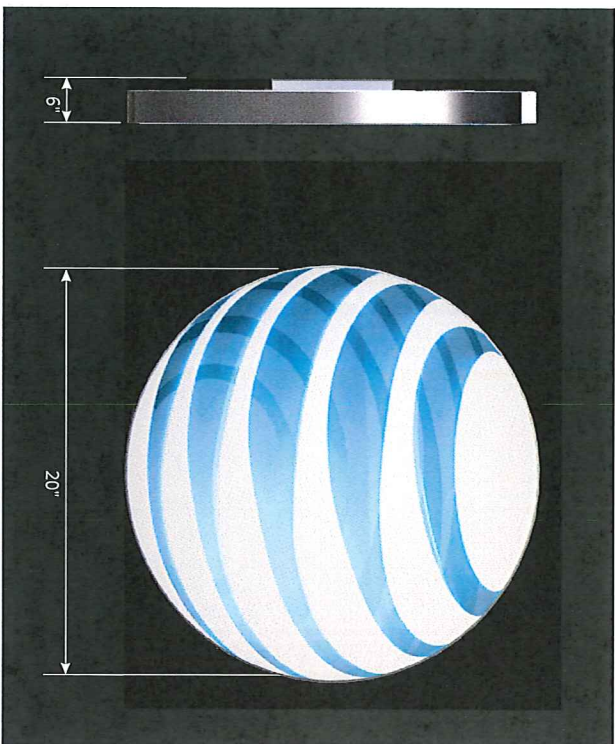
Date: 7/22/13
City/State: Addison, TX
Designer: PB PM: TK
Address: Village on the Parkway

Drawing #	C37937-S1b
Site Name	-

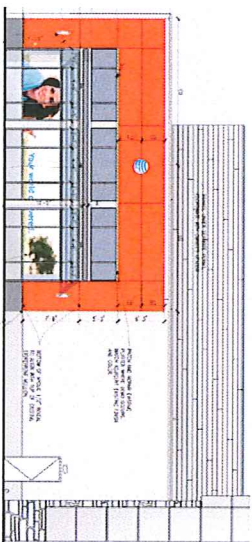
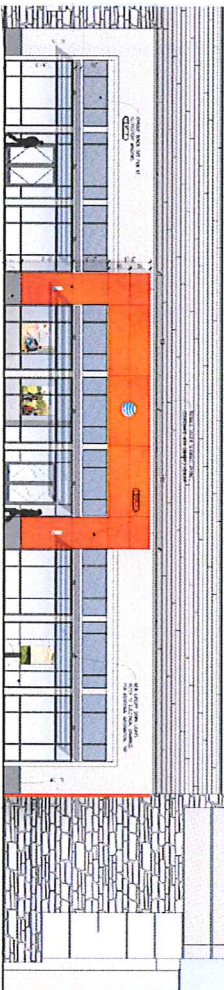
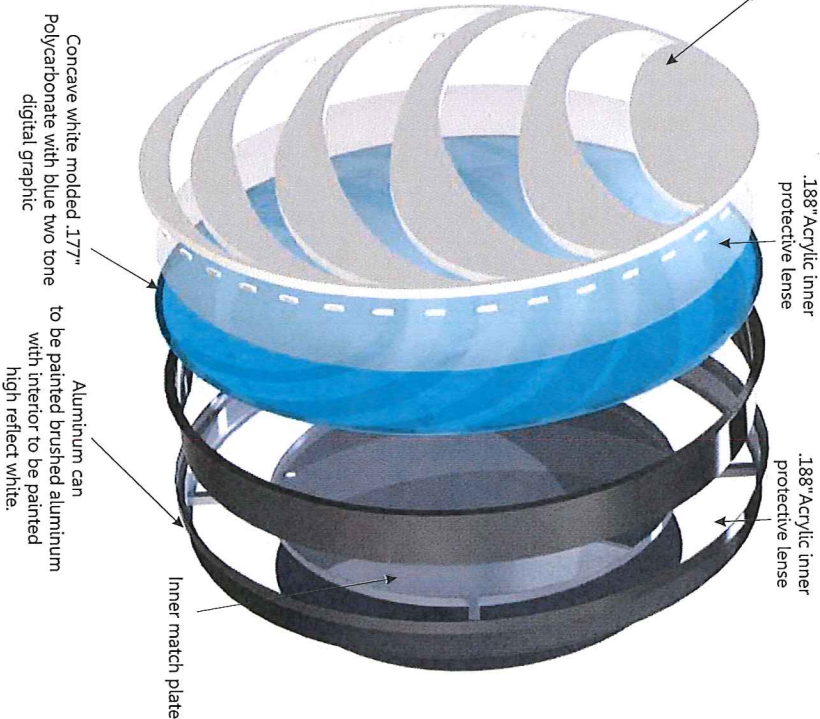
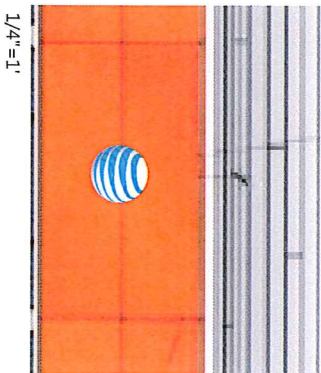
S1c

Illuminated Logo (Qty. 2)

Install new face lit / back lit logos built as shown below.



illuminated brandmark is centered
equally in available fascia area



Revisions:

Revisions:

Revisions:

File Location:
atdipn\cawen\cawen\atdipn

Date: 11/25/13
Designer: PS

City/State: Addison, TX
Pk: TX

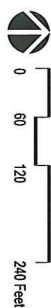
Address: Village on the Parkway

Drawing #
Site Name

C37937-S1c

Village on the Parkway
Addison, Texas

Job #: 11013
File Name: 03- MASTER OVERALL SITE PLAN.DWG
Date: 01.15.14
Drawn by: MJB

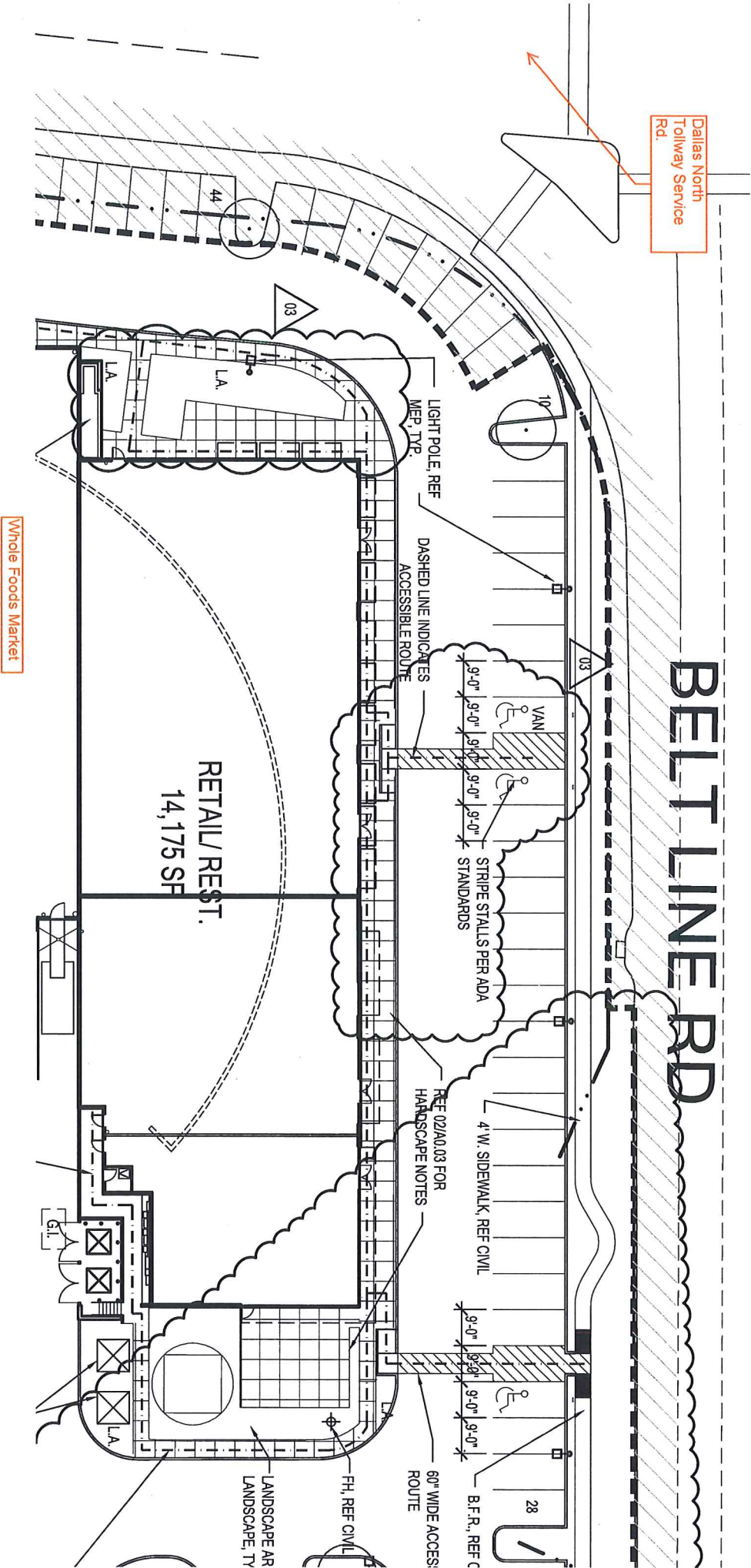


Good Fulton & Farrell Architects
2008 Fairmount Street
Suite 300
Dublin, Texas 75201
214.303.1500/761
214.303.1512/fax
www.gff.com



Dallas North
Tollway Service
Rd.

BELT LINE RD



Whole Foods Market

S1

Illumination Night view



Revisions:
X
X
X

Revisions:
X
X
X

Revisions:
X
X
X

File Location:
Add:\proj\Coastal\SI\T

Date: 7/22/13
Designer: PB PLE TK

City/State: Addison, TX
Address: Village on the Parkway

Drawing #
Site Name

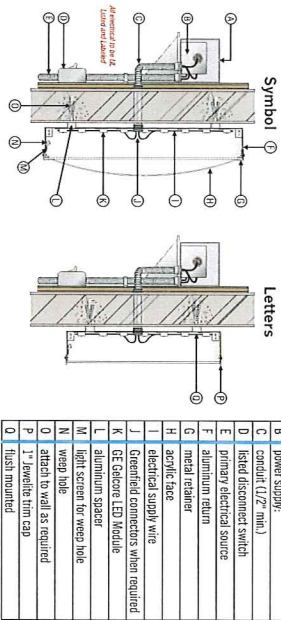
C37937-S1

S1c

Custom Remote Illuminated Letterset letters: "AT&T Authorized Retailer" to be non-illuminated plate letters, stud mounted flush to fascia.

Prototypical

Remote Wired Letter Cross Section Detail



A	power supply housing
B	power supply
C	cardstock (1/2" min.)
D	insulated disconnect switch
E	primary electrical source
F	aluminum return
G	metal retainer
H	acrylic face
I	electrical supply wire
J	grounded connectors when required
K	GE Silicone LED Module
L	aluminum spacer
M	light screen for weep hole
N	weep hole
O	attach to wall as required
P	1" jewelle trim cap
Q	flush mounted

Colors Break Down

Symbol	Face Color	Return	Trim
1187 thin	brushed aluminum with trim	brushed aluminum	N/A
25 inch	brushed aluminum with trim	brushed aluminum	silver metallic
25 inch	brushed aluminum with trim	brushed aluminum	N/A
25 inch	brushed aluminum with trim	brushed aluminum	N/A



Revisions:

Revisions:

Revisions:

File Location:

Date: 7/22/13

City/State: Addison, TX

Drawing #

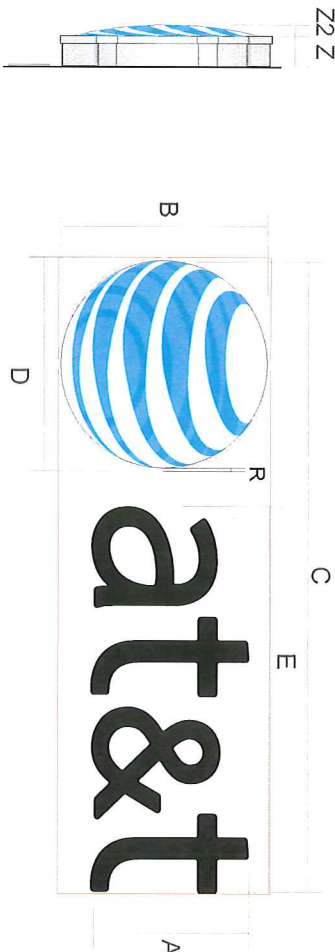
C37937-S1c



* Negative requires .063" 1/2" deep tapered aluminum panel, 1/2" larger on all sides, painted to match fascia.

Sign Type	A	B	C	D	E
Custom Upr-A&T-K&V	2'-2 1/4"	3'-0"	9'-1 1/4"	3'-1"	5'-6 3/4"

R	Z	Z2	Ratio 1/8	Speed Ratio 3/16	Speed Ratio 7/16	Latex Ratio 7/16	Sq. Ft.
9/16"	5"	2 11/16"	.063"	.090"	.125"	.125"	28.33



Combined Meeting**R9****Meeting Date:** 01/28/2014**Council Goals:** Mindful stewardship of Town Resources.
Maintain and enhance our unique culture of creativity and innovation.

AGENDA CAPTION:

Presentation and discussion regarding the Fiscal Year 2014 Budget Book.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Combined Meeting

R10

Meeting Date: 01/28/2014

Council Goals: Create raving fans of the Addison Experience.
Mindful stewardship of Town Resources.
Maintain and enhance our unique culture of creativity and innovation.
Raise property values
Attract new businesses to Addison
Brand Protection and Enhancement
Develop Next Great Idea

AGENDA CAPTION:

Presentation and discussion on the 2013 Year End Report on Economic Development endeavors and activities of the Economic Development Department.

FINANCIAL IMPACT:

N/A.

BACKGROUND:

In 2010 City Council adopted an economic development strategic plan to foster economic growth in the community. Shortly thereafter, the Economic Development Department has worked to develop programs and activities that would lead to the successful execution of the plan. Every year, the Director of the Economic Development Department has presented to City Council an annual year-end report of the department's activities to demonstrate how these activities and programs have translated to economic growth in the community.

RECOMMENDATION:

Combined Meeting

R11

Meeting Date: 01/28/2014

Council Goals: Infrastructure improvement and maintenance
Implement bond propositions

AGENDA CAPTION:

Presentation and discussion regarding the status update on the Belt Line Road Utility Undergrounding Project.

FINANCIAL IMPACT:

This project is funded in the 2012 bond fund.

BACKGROUND:

In 2012, the voters approved a bond proposition to underground the utilities along Belt Line Road. Staff will provide a project status update to Council.

RECOMMENDATION:

Combined Meeting

R12

Meeting Date: 01/28/2014

Council Goals: Create a vision for the airport to maximize the value
Infrastructure improvement and maintenance

AGENDA CAPTION:

Presentation and discussion on proposed Request for Proposals for the development of the southeast corner of the Airport and a Request for Qualifications for the Airport Terminal Building commonly referred to as the Addison Jetport.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Staff will provide a briefing to Council regarding the possible issuance of a Request for Proposals for the Southeast corner of the airport and a Request for Qualifications for the Airport Terminal Building, which is commonly referred to as the Addison Jetport.

RECOMMENDATION:

Combined Meeting

R13

Meeting Date: 01/28/2014

Council Goals: N/A

AGENDA CAPTION:

Discussion, consider and take action regarding an employment and/or compensation agreement with Lea Dunn, Deputy City Manager, as City Manager.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Combined Meeting

Item #

Meeting Date: 01/28/2014

Council Goals:

AGENDA CAPTION:

Executive Session

FINANCIAL IMPACT:

BACKGROUND:

RECOMMENDATION:

Combined Meeting**ES1****Meeting Date:** 01/28/2014**Council Goals:** N/A

AGENDA CAPTION:

Closed (Executive) session of the Addison City Council pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects, and pursuant to Section 551.072, Texas Government Code, to deliberate the lease or value of certain real property located at Addison Airport.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Combined Meeting**ES2****Meeting Date:** 01/28/2014**Council Goals:** N/A

AGENDA CAPTION:

Closed (executive) session of the Addison City Council pursuant to Section 551.072, Texas Government Code, to deliberate the purchase or value of certain real property located within the Town and adjacent to and concerning Addison Airport.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Combined Meeting

Item # 0.

Meeting Date: 01/28/2014

Council Goals:

AGENDA CAPTION:

Regular Items Continued

FINANCIAL IMPACT:

BACKGROUND:

RECOMMENDATION:

Combined Meeting**R14****Meeting Date:** 01/28/2014**Council Goals:** N/A

AGENDA CAPTION:

Discussion and take action regarding a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in our near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or regarding the offer of a financial or other incentive to such business prospect or business prospects, and/or regarding the lease or value of certain real property located at Addison Airport.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/a

RECOMMENDATION:

Combined Meeting

R15

Meeting Date: 01/28/2014

Council Goals: N/A

AGENDA CAPTION:

Discussion, consider and take action regarding the purchase or value of certain real property located within the Town and adjacent to and concerning Addison Airport.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Combined Meeting

Item #

Meeting Date: 01/28/2014

Council Goals:

AGENDA CAPTION:

Adjourn Meeting

FINANCIAL IMPACT:

BACKGROUND:

RECOMMENDATION:
